



KAMARAJAR PORT

KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)
(Ministry of Shipping - Government of India)
Vallur PO
Chennai – 600 120.

Tender No. 2026015105

**TENDER
for**

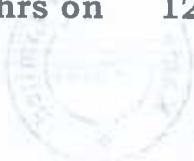
**“ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL
CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT
FOR TWO YEARS 2026-28”**

Volume – I

Technical Bid

Due Date of Submission: 15.00hrs on 11.02.2026

Date & Time of opening: 15.30hrs on 12.02.2026



Tender No - 2026015105

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years 2026-28"

KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)
(Ministry of Shipping - Government of India)

COMPETITIVE BIDDING

TENDER NO. 2026015105

ONLINE BID REFERENCE

TENDER FOR "ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28" THROUGH e-PROCUREMENT MODE ON PERCENTAGE RATE BASIS

PERIOD OF DOWNLOADING
BIDDING DOCUMENT: FROM: 21.01.2026 TO 11.02.2026

TIME & DATE OF
PRE BID MEETING: NO PRE-BID MEETING. HOWEVER,
CLARIFICATIONS MAY SEND TO THIS OFFICE
ON OR BEFORE 7 DAYS BEFORE SUBMISSION
DATE OF TENDER DOCUMENT

START DATE & TIME OF
ONLINE BID SUBMISSION: 04.02.2026 TIME 10.00 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID: 11.02.2026 TIME 15.00 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID: 12.02.2026 TIME 15.30 HOURS

PLACE OF OPENING: PORT ADMINISTRATIVE BUILDING,
KAMARAJAR PORT LIMITED,
VALLUR POST, CHENNAI - 600120.

TIME & DATE OF
OPENING OF PRICE BID: INTIMATED LATER

Deputy General Manager (Civil)
Kamarajar Port Limited,
Chennai-600 120

CONTENTS

Sl. No.	Reference	Description	Page No.
1	NIT	Invitation for Bids	4-6
2	SECTION-1	Instructions to Bidders	7-23
3	SECTION-2	Forms of Bid and Qualification Information	24-31
4	SECTION -3	Conditions of Contract	32-46
5	SECTION -4	Contract Data	47-49
6	SECTION -5	Site Conditions and Technical Specifications	50-54
7	SECTION -6	Drawings	55-61
8	SECTION -7	Forms of Securities and Contract agreement format	62-68

Tender No - 2026015105

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years 2026-28"

KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)
(Ministry of Shipping - Government of India)

Tender No.2026015105

Name of work "ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28"

1.0 NOTICE INVITING TENDER

- 1.1 Sealed tenders are invited by Kamarajar Port Limited from reputed Contractors for executing the following works under the head "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28**" under two cover system (**Percentage Rate Basis**) at an estimated cost of **Rs.39,52,305/- plus GST** through e-Procurement on website e-procure.gov.in.

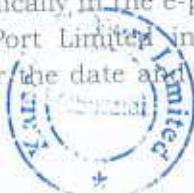
Description of work	Indicative value in INR	EMD / Bid Security Value in INR	Period of completion
ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28	Rs.39,52,305/- plus GST	Rs 79,100/-	24 months.

- 1.2 The complete tender document including drawing is available on port website www.ennoreport.gov.in and CPPP website www.eprocure.gov.in. **Tenderers may submit their tender on or before the due date and time of submission in e-Procurement mode only.**

- 1.3 The EMD of Rs 79,100/- (Rupees Seventy-Nine thousand and hundred only) shall be paid as described in the Tender Document.

The EMD shall be submitted in the form of Demand draft /Bank Guarantee from Nationalized Bank in favour of "Kamarajar Port Limited" payable at Chennai.

The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document - Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Kamarajar Port Limited in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere



uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time may lead to rejection of bids.

By General Manager (C),
Port Administrative Office Building,
Kamarajar Port Limited,

NSIC/SSI & MSME registered firms are exempted from payment of EMD on production of valid certificates and documents.

- 1.4 The offer (both Techno-Commercial & Price) must be valid for a minimum of 90 days from the last date of submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.5 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause No.4** of instructions to Bidders. Bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
 - i) Average annual financial turnover of the firm during the last three years ending 31.03.2025 should not be less than 30% of the estimated value i.e Rs 11,85,692/-
 - ii) Experience of having successfully completed similar works during last 7 years ending last day of month(i.e.) previous to the one in which applications are invited should be either of the following.
 - a) Three similar completed works costing each not less than the amount equal to 40% of the estimated value i.e Rs 15,80,922/- excluding GST
OR
 - b) Two similar completed works costing each not less than the amount equal to 50% of the estimated value i.e Rs 19,76,153/- excluding GST
OR
 - c) One similar completed work costing each not less than the amount equal to 80% of the estimated value i.e Rs 31,61,844/- excluding GST

Similar work means, the bidder having experience in maintenance of Berths/Jetties/ Wharfs/ Quay including maintenance of fixtures like fenders, bollards, Crane rails, ladders to any Port/Central/State Govt. organization/PSU/ Public listed company.

- iii) Documentary proof such as copy of work order or agreement copy and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting qualification criteria shall be submitted along with tender.

iv) The contractor shall submit letter of satisfactory performance of their plants & equipments machines. Also furnish that their personal are qualified and minimum numbers to be employed.

v) Documentary evidence for having valid PAN and Goods & service tax (GST) details as under:

i) PAN No. _____

ii) GST Reg No. _____

vi) Documentary evidence for having valid ESI and EPF details as under:

i) ESI No. _____

ii) EPF No. _____

1.6 First preference shall be given to the lowest offer. The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.

1.7 The due date of submission of offers will be **11.02.2026 @ 15 00Hrs**, unless otherwise notified. In the event of changes in the schedules, the Kamarajar Port Limited notifies the same through its web site.

1.8 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

Deputy General Manager (C)
Kamarajar Port Limited,
Chennai-600 120



SECTION – 1
INSTRUCTION TO BIDDERS
(ITB)



TABLE OF CLAUSES

A. GENERAL

1. SCOPE OF BID
2. SOURCE OF FUND
3. ELIGIBLE BIDDERS
4. ELIGIBILITY CRITERIA
5. ONE BID PER BIDDER
6. COST OF BIDDING
7. SITE VISIT

B. BIDDING DOCUMENTS

8. CONTENT OF BIDDING DOCUMENTS
9. CLARIFICATION OF BIDDING DOCUMENTS
10. AMENDMENT OF BIDDING DOCUMENTS

C. PREPARATION OF BIDS

11. LANGUAGE OF THE BID
12. DOCUMENTS COMPRISING THE BID
13. BID PRICES
14. CURRENCIES OF BID AND PAYMENT
15. BID VALIDITY
16. BID SECURITY
17. ALTERNATIVE PROPOSALS BY BIDDERS
18. FORMAT AND SIGNING

D. SUBMISSION OF BIDS

19. SUBMISSION OF BID THROUGH E – PROCUREMENT MODE
20. DEADLINE FOR SUBMISSION OF BIDS
21. LATE BIDS
22. MODIFICATION, AND WITHDRAWAL OF BIDS

E. BID OPENING AND EVALUATION

23. OPENING OF TECHNICAL BIDS
24. PROCESS TO BE CONFIDENTIAL
25. CLARIFICATION OF BIDS
26. EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID
27. CORRECTION OF ERRORS.
28. INCOMPLETE /OMISSIONIN QUOTING CERTAIN ITEMS IN FINANCIAL BID
29. EVALUATION AND COMPARISION OF FINANCIAL BIDS

F. AWARD OF CONTRACT

30. AWARD CRITERIA
31. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
32. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT
33. PERFORMANCE SECURITY
34. ADVANCE PAYMENT.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

- 35. CONCILIATOR
- 36. CORRUPT AND FRADULANT PRACTICE
- 37. INTEGRITY PACT
- 38. OTHER DOCUMENTS PART AS THIS DOCUMENT



KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)
(Ministry of Shipping - Government of India)

SECTION 1: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 Kamarajar Port Limited hereinafter termed "the Employer" invites bids for the "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28**" detailed in the table given in NIT.

1.2 The Scope of bid are as follows

- Checking and tightening the bolt & nuts of fenders at berths of KPL once in month
- Removing the damaged fenders and fixing with new fender as per the requirement
- Removing the damaged fender facia pads and fixing with new one
- Rectification of damaged frontal frame of fenders
- Replacing/ Interchanging the fenders as per the requirement
- Retrieving and assembling the fenders as per the requirement
- Replacing the damaged crane rails at Coal berths of KPL.
- Rectifications of corroded/ damaged ladders
- Fabrication, supply and erection of MS steel ladder in the position of the old damaged/ missed ladder
- Clearing the coal deposition over the super arch fender in regular interval
- Supply and painting fittings, bollards, steel fixtures at berths
- Supply and fixing of G I Sleeve rods as per the specifications as per the requirement
- Repairing and fixing the damaged fender chain as per the requirement
- Re-fixing of disturbed bollard as per the requirement
- Providing and fixing manholes at GCB - 1

1.3 The bidders may submit bids for the works detailed in the table given in NIT.

1.4 The successful bidder will be expected to complete the works by intended completion date specified in the Contract data.

2. Source of Funds:

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4
- 3.2 All bidders shall fill in the forms in Section 2, Forms of Bid and other forms. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works and any of its affiliates shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of minimum qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with Clause No. 36

4. Eligibility Criteria

- 4.1 a) Experience on similar works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.
b) Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
c) Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
- 4.2 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids
a) reports on the financial standing of the Bidder, such as profit and loss statements, Balance Sheet and copy of Income Tax Return filed with IT Department for the past three years;
- 4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below
 - i) Average annual financial turnover of the firm during the last three years ending 31.03.2025 should not be less than 30% of the estimated value i.e Rs 11,85,692/-
 - ii) Experience of having successfully completed similar works during last 7 years ending last day of month(i.e.) previous to the one in which applications are invited should be either of the following.
 - a) Three similar completed works costing each not less than the amount equal to 40% of the estimated value i.e Rs 15,80,922/- excluding GST
OR
 - b) Two similar completed works costing each not less than the amount equal to 50% of the estimated value i.e Rs 19,76,153/- excluding GST
OR
 - c) One similar completed work costing each not less than the amount equal to 80% of the estimated value i.e Rs. 31,61,844/- excluding GST



Similar work means, the bidder having experience in maintenance of Berths/Jetties/ Wharfs/ Quay including maintenance of fixtures like fenders, bollards, Crane rails, ladders etc. to any Port/Central/State Govt. organization/PSU/ Public listed company.

The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience. The base year shall be taken as 2025-26.

Year	Multiplication factor
FY 2025-26	1.00
FY 2024-25	1.07
FY 2023-24	1.14
FY 2022-23	1.21
FY 2021-22	1.28
FY 2020-21	1.35
FY 2019-20	1.42

iii) Documentary proof such as copy of work order or agreement copy and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting qualification criteria shall be submitted along with tender.

iv) Documentary evidence for having valid PAN and Goods & service tax (GST) details as under:

- i) PAN No. _____
- ii) GST Reg No. _____

v) Documentary evidence for having valid ESI/EPF details as under:

- i) ESI No. _____
- ii) EPF No. _____

4.4 To qualify for contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above.

4.6 Deleted

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or



5. One Bid per Bidder

Each bidder shall submit only one bid. One bidder may quote for more than one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering in to a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

B.BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10**:

SECTION	Invitation for Bids (NIT)
1	Instructions to Bidders
2	Forms of Bid and Qualification Information
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings
7	Bills of Quantities
8	Forms
9	Documents to be furnished by bidder

8.2 The bidder shall download tender document from e-procure or KPL website at free of cost. On request of bidder, one set of the bidding documents will be issued to the bidder.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of the Bidding Documents

9.1 A Prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The

Employer will respond to any request for clarification which he received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

- 9.2.1 No pre bid meeting will be conducted. However, clarifications may be sent to this office, seven days before the submission of tender document.
- 9.2.4 Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the clarifications shall be made by the Employer exclusively through the issue of an Addendum / corrigendum pursuant to Clause 10.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 10.2 Any addendum / corrigendum thus issued shall be part of the bidding documents and shall be published in the websites.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C.PREPARATION OF BIDS

11. Language of the Bid

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

- A) Technical Bid
 - i) Qualification Information Form and Document (pursuant to **Clause 4** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Section -2 of Technical bid shall be filled in without exception.
- B) Financial Bid
 - i) Priced Bill of Quantities duly filled in through e-Procurement on website e-procure.gov.in.

Percentage should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted Percentage' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose.



The financial bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The Quoted Percentage in e-portal is as per the terms and conditions specified in the tender during finalization of L1, L2, L3.... **Bidders quoted Percentage for the BOQ** shall be considered for ascertaining the L1, L2, L3... etc. position.

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 **The rates quoted by the Contractor are inclusive of all duties, taxes and levies except Goods & Service tax (GST). The applicable GST shall be reimbursed by KPL on reflection of input tax credit in GST portal. The contractor shall timely comply GST statutory obligations, once the tax invoice is raised in favour of KPL, notwithstanding the payment from KPL.**
- 13.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and payment

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity:

- 15.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

16. Bid Security (Earnest Money Deposit - EMD)

- a) The EMD of Rs 79,100/- (Rupees Seventy Nine Thousand and Hundred only) shall be paid as described in the Tender Document.
- b) The EMD shall be submitted in the form of Demand draft /Bank Guarantee from Nationalized Bank in favour of "Kamarajar Port Limited" payable at Chennai.

The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Kamarajar Port Limited in corresponding address before opening of Technical Bid as per the date and time given.



in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time may lead to rejection of bids.

Dy General Manager (C),
Port Administrative Office Building,
Kamarajar Port Limited

- c) NSIC/SSI & MSME registered firms are exempted from payment of EMD on production of valid certificates and documents.
- d) EMD of unsuccessful bidders other than L₁, L₂ and L₃ will be refunded immediately after ranking of price bids. Earnest Money of L₂ & L₃ will be refunded immediately after entering in to agreement with L₁ and acceptance of performance Guarantee from L₁.
- e) EMD be refunded suo-motto without any application from the bidders.
- f) The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- g) The Bid Security may be forfeited, if
 - i. The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - ii. The Bidder does not accept the correction of the Bid Price, pursuant to **Clause27**; or
 - iii. The successful Bidder fails within the specified time limit to
 - a. sign the Agreement or
 - b. furnish the required performance security

17. Alternative Proposals by Bidders

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

18. FORMAT AND SIGNING

- 18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. Bidders shall submit their bid on online only through e-Procurement Mode.

- 19.1 The tenderer shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCode/eMudhra to get access for Online Bid Submission through the e-Procurement site <https://eprocure.gov.in>



19.2 Tender document shall be submitted online only in the designated two cover system on the e-Tender website www.eprocure.gov.in on or before due date.

The following are the procedure for submission of tender through online.

- (i) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- (ii) The Digital Signature registration has to be done with the e-token, after logging into the site.
- (iii) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- (iv) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- (v) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- (vi) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- (vii) Bidder should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
- (viii) If there are any clarifications the same may be clarified during the pre-bid meeting.
- (ix) Bidder should take into account the corrigendum's if any published before submitting the bids online.
- (x) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- (xi) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- (xii) From the folder, appropriate tender can be selected and all the details can be viewed.
- (xiii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- (xiv) The bidder has to enter the password of the DSC / etoken and the required bid documents have to be uploaded one by one as indicated.



- (xv) The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- (xvi) The rates should be offered in the format specified. (.xls format)
- (xvii) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.
- (xviii) Upon successful completion of the bid, the system will give a successful bid updation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.
- (xix) The bid summary should be printed and kept as an acknowledgement.
- (xx) The bid summary will act as a proof of bid submission for the subject Tender.
- (xxi) For any clarifications regarding the Tender, the bid number can be used as a reference.
- (xxii) The bids should be submitted on or before the prescribed date & time.
- (xxiii) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- (xxiv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xxv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- (xxvi) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xxvii) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

(xxviii) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance

20. Deadline for Submission of Bids

Bids must be uploaded in the website www.eprocure.gov.in not later than the **15 00 Hours on 11.02.2026.**

21. Late bid

Any Bid received by the Employer after the deadline prescribed in **Clause 20** will be returned unopened to the bidder

22. Modification and Withdrawal of Bids

The tenderer may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in **Clause 19 through e-Procurement Mode.**

E. Bid Opening and Evaluation

23. Bid Opening

23.1 On the due date and appointed time as specified in Clause 20, the Employer will first open Technical bids **in e- Procurement Mode** including modifications made pursuant to clause 22 in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day. The tender will be opening at Kamarajar Port Limited, Vallur Post, Chennai-600 120.

23.2. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause.23.3 and the minutes shall form part of the contract.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

25.1 To assist in the examination, evaluation and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

25.2 Subject to Sub-clause 23.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid



comparison, or contract award decisions, may result in the rejection of his bid.

26. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

- 24.1 Prior to evaluation of Technical Bids, the Employer will determine whether of bid (a) meets the eligibility criteria defined in clause 4 (b) has been properly signed by an authorized signatory(accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security and; (d) is responsive to requirements of the bidding documents.
- 24.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

27. CORRECTION OF ERRORS.

- 27.1 Bids determined to be substantially responsive, will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

Where there is discrepancy between the rates in figures and in words for any rate in the unit rate column, the amount in words will govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 16 F(b).

28. INCOMPLETE /OMISSIONIN QUOTING CERTAIN ITEMS IN FINANCIAL BID

Any incomplete /omission in quoting certain items in the financial bid, the bid will be treated as invalid bid.

29. EVALUATION AND COMPARISON OF FINANCIAL BIDS

- 29.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 24.
- 29.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed

under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

F. Award of Contract

30. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 3**, and (b) qualified in accordance with the provisions of **Clause 4**. The second Bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder(s) withdraws or is not selected for any reason.

31. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding Clause 30, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement

- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter(herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein after and in the Contract called the "Contract Price")
- 32.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 33**.
- 32.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will signed by the Employer and the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt of, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security if any.

33. Performance Security

- 33.1 Performance Security shall consist of two parts; a) Performance Guarantee to be submitted at the award of work and b) retention money to be recovered from Running Bills.



Performance Securities should be 10% of the Contract price of which 5% of the contract price as performance guarantee should be furnished in the form of a Demand draft / Bank Guarantee from any Nationalized Bank/ commercial bank in India encashable at Chennai and a balance 5% recovered as retention Money from Running Bills.

Performance Guarantee is to be furnished within 14 (Fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) if any.

Since the subject work is in maintenance nature, no Defect Liability Period (DLP) insisted.

Recovery of 5% of Retention Money is to commence from the first bill onwards @ 10 % of bill value from each bill.

- 33.2 Performance security should be refunded to the contractor without interest after he duly performs and completes all obligations under the contract.
- 33.3 Failure of the successful bidder to comply with the requirements of Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

34. Advance Payment

No advance payment will be made.

35. Conciliator

The Employer proposes that CIDC-SIDC Arbitration Centre be appointed as Conciliator under the Contract as provided in **Sub-Clause 24.1 of Section-3** of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

36. Corrupt or Fraudulent Practices:

- 36.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
 - (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) will declare a Bidder ineligible, either indefinitely or for a stated period



of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

36.2 Further more, bidder shall be aware of the provisions stated in Sub Clause 59.2 of the Conditions of Contract

37. Integrity Pact – Not applicable

38. The following documents also form a part of this tender document:

1.KPL's Tender Procedure Manual 2014 (available in www.kamarajairport.in)

2.KPL's Works Manual 2014(available in www.kamarajairport.in)

3.Policy & Procedure for Suspension and banning of business dealings against erring and defaulting agency in KPL (available in www.kamarajairport.in)

4. GFR 2017 (General Financial Rules-2017)

Any amendments/versions of the above from time to time shall be considered



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

SECTION 2

FORMS OF BID AND QUALIFICATION INFORMATION



FORMAT OF BID SUBMISSION LETTER
(On letter head of the bidding firm)

Reference No.

Date:

From:

To:

Dy General Manager(C),
Kamarajar Port Limited,
Vallur Post,
Chennai - 600120.
Tamil Nadu

Dear Sir,

Subject: Submission of tender for the contract works of the "ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28".

Reference: TENDER NO -2026015105

- 1) Having examined the completeness of bid documents including Invitation of Bid, Instruction to bidders, Conditions of contract, Technical specifications, Bill of Quantities, Drawings, Forms and Annexures for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said Bid document being awarded to us.
- 2) I/We undertake, if our bid is accepted, to:
 - i) Furnish Performance Guarantee within 14 days of receipt of the Letter of Acceptance/Work order.
 - ii) Enter into Contract Agreement within 14 days of receipt of the Letter of Acceptance/Work order. Form of contract agreement is in Section 7.
- 3) Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the conditions of contract.
- 4) I(Name of the Bidding Firm)..... submit herewith our bid through e-procurement portal for selection of our firm/organization as contractor for the above mentioned contract. The submission comprises, **separately of :**



i) Technical Bid &
ii) Financial Bid

- 5) I undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) I certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the tender documents.
- 7) Our Bid is valid for the period of Ninety (90) days from the date of submission deadline fixed for the tender and will be binding on us.
- 8) I have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of contract performance security, even if LOA has been issued.
- 9) I understand that, the Kamarajar Port Limited is not bound to accept any bid that the Kamarajar Port Limited may receive.

Yours faithfully,

.....
Signature of authorised signatory of firm / Lead member
(Seal)

Address:

Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (name of firm with address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. (name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28**" including signing and submission of all documents and providing information/responses to Dy General Manager(C), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2026.

(Signature of authorised Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

KAMARAJAR PORT LIMITED

Name of work :- ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28

Tender no :- 2026015105

Firm's Financial Data:

Amounts in Rupees			
Sl. No.	Particulars	Individual Firm	Total
1	2024-25		
2	2023-24		
3	2022-23		
	Average of 3 years		

DATE:

TENDERER'S SIGNATURE WITH STAMP

Note:

i. Bidder shall submit the copy of the Audited Balance Sheets/ Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria

Clause 4.3 (i) of Section 1. The copy of document should be duly signed by the charter ^{ed} accountant. The document should be notarized, subject to production of the originals when demanded.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

KAMARAJAR PORT LIMITED

Name of work :- ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28

Tender no :- 2026015105

WORKS EXECUTED DURING LAST SEVEN (7) YEARS

Please provide information only for the similar work projects for which the Employer as a corporate entity legally contracted your firm

Contractor's Experience in Civil Engineering work projects only:

Sl .N o.	Project Name	Project Value	Applicant's share		Contract Period		
			Amou nt	%	Date of commencement	Date of Actual completion	Date of scheduled completion
Individual Firm:							
1.							
2.							
3.							
4.							
5.							
6.							

DATE:

TENDERER'S SIGNATURE WITH STAMP



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

KAMARAJAR PORT LIMITED

Name of work :- ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28

Tender no :- 2026015105

**SUMMARY OF CURRENT CONTRACT
COMMITMENTS / WORKS IN PROGRESS**

DATE:

TENDERER'S SIGNATURE WITH STAMP



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

KAMARAJAR PORT LIMITED

Name of work :- ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28

Tender no :- 2026015105

CLAIMS / ARBITRATION

(Here briefly state the details of client /Arbitration/suits/appeals/other legal proceedings)

DATE:

TENDERER'S SIGNATURE WITH STAMP



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

SECTION – 3
CONDITIONS OF CONTRACT



Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instances as provided for in **Clauses 24 and 25**. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in **Clause 44** hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Nodal Officer or his nominee in accordance with **Sub Clause 55.1**.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in **Clause 2.3** below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Nodal Officer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.



The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The **Trained Work Person** are those employed/ proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

2. Interpretation

2.1 In interpreting these **Conditions of Contract**, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.



- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contract Data
 - (4) Conditions of Contract including Special Conditions of Contract
 - (5) Specifications
 - (6) Drawings
 - (7) Bill of Quantities and
 - (8) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Nodal Officer or his nominee's Decisions

Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

The Nodal Officer or his nominee may delegate any of his duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of **Indian Contract Act 1872**).

7. Joint Venture - Not entertained in this contract.

8. Subcontracting

8.1 The Contractor may subcontract with the approval of the Nodal Officer or his Nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8.2 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the



Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employers risks are

- (a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed.
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, revolution, insurrection, or military or usurped power or civil war;
 - (iii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the contractor or of his Subcontractors and arising from the conduct of the works;
 - (vi) Floods, tornadoes, earthquakes and landslides
- (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor:
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures
 - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. insure against

12. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

The successful bidder will have to take workmen's compensation policy for deployed workers and it is to be valid during the execution i.e. up to completion of contract period. The insurance shall be in force from 7 days from the date of issue of acceptance letter.

14. Site Investigation Reports

Not Applicable

15. Queries about the Contract Data

The Nodal Officer or his nominee will clarify queries on the Contract Data.

16. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to Be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

18. Approval by the Nodal Officer or his nominee

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 No payment will be made for the temporary works required for the proper completion of the permanent works.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

19. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21. Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor free from encumbrances.



22. Access to the Site

The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated / assembled for the works.

23. Instructions

The Contractor shall carry out all instructions of the Nodal Officer or his nominee, which comply with the applicable laws where the Site is located.

B. Time Control

27. Program

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Nodal Officer or his nominee for approval a monthly Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 27.2 The work of urgency nature shall be attended as per the timeframe fixed by the Nodal Officer or his nominee. Failing which, the work shall be carried out by engaging other agency at the cost and risk of the contractor.

30. Delays Ordered by the Nodal Officer or his nominee

The Nodal Officer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

C. Quality Control

33. Identifying Defects

The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

35. Correction of Defects

- 35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the Completion of the work.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

36. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice, the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the maintenance, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Variations

In the case of variations in quantity of items, the following procedures will be adopted in the finalization of rates for Variation for items.

i. Variation means variation in quantities of items, i.e. where there is increase or decrease in the quantities of items of work in the agreement. In other words, the nomenclature remains the same but the quantities vary with those provided in the agreement.

ii. Variation beyond $\pm 10\%$ of the stipulated quantities of individual items in the contract shall require the approval of Competent Authority.

iii. The rates payable for the variations up to 25% in respect of individual items in the contract shall be as per the contract rates.

iv. The rates payable for variations in quantities in excess of 25% in respect of individual items shall be worked out at market rates prevailing at the time of commencement of execution of these items.

39. Cash flow forecasts

When the Program is updated, the Contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

40. Payment Certificates

40.1 The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in the conditions set forth in clause 51 of the contract Data (Secured Advance)

40.2 The value of work executed shall be determined by the Nodal Officer or his nominee.

40.3 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

40.4 The value of work executed shall include the valuation of Variations and Compensation Events.

40.5 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

41.1 Bills shall be prepared and submitted by the Contractor once in a month. 100% payment shall be made for the actual work done after deducting retention money, TDS etc.



41.2 Contractor shall submit final Bill within 30 days from the date of completion of work. The submitted bill shall be checked and paid within 60 days of its receipt.

41.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

44.1 The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way, which affects the work of the contractor under the contract.

(c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Nodal Officer or his nominee instructs the contractor to uncover or to carry out additional tests upon work is then found to have no Defects.

(e) The Nodal Officer or his nominee does not approve for subcontract to be let.

(f) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(g) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the contract that cause delay or extra cost to the contractor.

(h) The advance payment delayed.

(i) The effect on the Contractor of any of the Employer's Risks.

(j) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable,

the Nodal Officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

43. Tax

The rates quoted by the Contractor are inclusive of all duties, taxes and levies except Goods & Service tax (GST). The applicable GST shall be reimbursed by KPL on reflection of input tax credit in GST portal. The contractor shall timely comply GST statutory obligations, once the tax invoice is raised in favour of KPL, notwithstanding the payment from KPL.

44. Currencies

All payments shall be made in Indian Rupees unless specifically mentioned.

45. Price Adjustment.

No escalation will be paid. The quoted rate is firm throughout the contract period.

46 Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

Retention Money shall be deducted at 10% from each running Bill subject to a maximum of 5% percent of the contract price. Retention money shall be refunded after completion of Defect liability Period of the contract if any.

47 Advance Payment

No advance payment will be paid.

48. Performance Securities

48.1 Performance Security shall consist of two parts; a) Performance Guarantee to be submitted at the award of work and b) retention money to be recovered from Running Bills.

Performance Securities should be 10% of the Contract price of which 5% of the contract price as performance guarantee should be furnished in the form of a Demand draft / Bank Guarantee from any Nationalized Bank/ commercial bank in India encashable at Chennai and a balance 5% recovered as retention Money from Running Bills.

Performance Guarantee is to be furnished within 14 (Fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) if any.

Since the subject work is in maintenance nature, no Defect Liability Period (DLP) insisted.

Recovery of 5% of Retention Money is to commence from the first bill onwards @ 10 % of bill value from each bill.

48.2 Performance security should be refunded to the contractor without interest after he duly performs and completes all obligations under the contract.

48.3 Failure of the successful bidder to comply with the requirements of Clause 30.1 shall constitute sufficient grounds for cancellation of the award and



forfeiture of the Bid Security.

49. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

50. Final Account

The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract after completion of the work.

51. Termination

- 51.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Nodal Officer or his nominee;

(b) the Nodal Officer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Nodal Officer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Nodal Officer or his nominee's certificate;

(e) the Nodal Officer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(i) if the Contractor has contravened Clause 7.1 and clause 9.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders



(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 51.3 When either party to the Contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under Sub Clause 59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 51.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the Contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for extra or additional items.
- 51.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

52. Payment upon Termination

- 52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 52.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

53. Property

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

54. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Nodal Officer or his nominee shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

55 Settlement of dispute



The whole of the work shall be carried out under the direction of the whose decision shall be final, conclusive and binding on all parties to the contract on all questions relating to the workmanship, specifications, instructions etc. connected with the work. In case of any disputes arising during performance of the contracts shall be referred to arbitration under the arbitration and reconciliation act 1996.

SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer or his nominee may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Nodal Officer or his nominee /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out



becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.



Tender No – 2023115060

“Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years”

SECTION – 4
Contract Data



Contract Data

Items marked "N/A" do not apply in this Contract.
The following documents are also part of the Contract

The following documents are also part of the Contract

		Clause Reference
1.The Schedule of other Contractors		8 of Sec-3
2.The Schedule of Key personnel		9 of Sec-3
The above instructions should correspond to the information provided in the invitation of Bids.		
3The Employer is Name: KAMARAJAR PORT LIMITED , Jawahar building, 17, Rajaji Salai, Chennai - 600 001.		1.1 of Sec-3
4 Name of authorized Representative - Dy. General Manager (C), Address: Vallur PO, Chennai - 600 120		
5. The Nodal Officer is: (Will be intimated later)		
6. Nodal Officer's nominee: (Will be intimated later)		
9.The Start Date shall be 14 days for the date of issue of the work order or actual taken over site, which ever earlier		1.1 of Sec-3
10.The Intended Completion Date for the whole of the Works is twenty four (24) months reckoned from 'Start Date'. The contractor should carry out the work with the approval of the Nodal Officer or his nominee. Since the work is of maintenance nature, no defect liability period insisted.		
Milestone Dates - Not Applicable		
<u>Physical works to be completed</u>	<u>Period from the date of issue of</u>	
		<u>Work order with the</u>
<u>work</u>		
Milestone1. - Not Applicable		
Milestone2. - Not Applicable		
Milestone3. - Not Applicable		
11.The Site is located at Kamarajar Port Premises in the State of Tamil nadu.		
12.The contractor shall submit a Program for the works within 15 days of delivery of the work order.		27.1 of Sec-3
13.The insurance cover shall be as per clause		13 of Sec-3
14.The Employer terminates the contract for his convenience		59 of Sec-3
15.The language of the Contract documents is English		03 of Sec-3
16.The law which applies to the Contract is the law of Union of India		03 of Sec-3
17.The currency of the Contract is Indian Rupees		46 of Sec-3



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

18.Fees and Types of reimbursable expenses to be paid to the 25 of Sec-3
Dispute Review Expert

19.Appointing Authority for Conciliator CIDC - SIAC 26 of Sec-3
Arbitration Center.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

SECTION – 5
SITE CONDITION
AND
SPECIFICATIONS



SITE CONDITION AND SPECIFICATIONS OF WORK.

01. PROTECTION AND CARE SERVICE LINES :

The contractor must ensure that the essential services like electricity, cables, water supply line or cargo handling is not disrupted or affected during the execution of works. Any damages to such facilities shall be rectified by the contractor at his own cost.

02. ACCESS TO SITE

Since the handling of cargo through the port cannot be stopped for the purpose of undertaking this work, the tenderer should be prepared to mobilize at short notice extra manpower to take up areas in different fronts when the area is not in operation. Likewise when the area in operation there may be situations where work cannot be taken up in certain areas for which the tenderer will have to suitably suspend/re-adjust the programme. However, no claims shall be entertained arising out of the above contingency. Contractor shall obtain prior permission for his workers gate pass / for materials etc. as may be required to carry out the work inside the port custom area from the employer and shall follow the rules and regulations of CISF/Employer which may be enforced from time to time for entry and exit.

03. LABOURER :

The contractor has to abide by the general directions and conditions of the contract and the rules and regulations in respect of contractors labour, health regulations or any such other requirements issued by the management, State / Central Government and any other statutory body, at any time during the execution of the contract.

The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the KPL will take no responsibility for the same.

The contractor should take workmen's Compensation policy for this work and submit the same to the Employer before starting of the work.

04. STRIKE / LOCK OUT BY CONTRACTORS EMPLOYEES :

Non availability of labour or strike by the contractor's employees or lock out shall not be a ground or any excuse for not completing the works within the stipulated time nor shall be a ground or any excuse for extension of period of completion of works.

05. WORKMANSHIP

All the works shall be executed in the best and most substantial workman like manner in accordance with particulars contained in or implied by the scope of



work, specifications, Bill of quantities and schedules. Drawing or according to such other additional particulars instructions.

06. POWER AND WATER SUPPLY :

Power will be supplied by KPL as per the prevailing rates for the works which are to be executed at site. The contractor shall make his own arrangements for necessary cables, pipes, etc. for taking supply from the source, at his own cost and expenses. In case of inadequate power supply, the contractor has to make his own arrangement and no reimbursement of expenses towards will be made. The contractor shall make their own arrangements for water supply.

07. FUEL SUPPLY :

The contractor shall at his own costs and expenses apply to and make arrangements for obtaining from the concerned authorities supply of petrol, oil etc. also permission for handling transporting & storing them.

08. LAND FOR SITE OFFICE / STORE :

The contractor may be allotted rent - free area. The area allotted will be on "as it is where it is". The contractor shall at his own cost and expenses fill the area up to a suitable height including access thereto.

09. ADDITIONS AND ALTERATIONS :

The Employer shall have power and authority from time to time and at all times to make amendments or additions or alterations or changes in the scope of the work, and specifications, drawings and bill of quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the work and the contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications, Bill of quantities and drawings. The Employer may also vary or alter the levels or positions of any of the works contemplated /by approved specifications or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substitute in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount specified by the contractor and or where the rates are not specified then a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the employer. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provision in their respective order.


(i) If the rates for the additional altered or substituted work are specified in the contract for the work the contractor is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.

(ii) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the such rates will be derived

from the rates for a similar class of work as are specified in the contract for the work.

(iii) If the altered additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in "PWDSR" minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iv) If the rates for the altered additional or substituted work cannot be determined in the manner specified in the sub clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the concerned schedule of rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part of parts of the item is not in the schedule of rates. The rate for such part or parts will be determined by the Engineer - in - charge on the basis of the prevailing market rates when the work was done.

(v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall within 7 days of the date of receipt of order to carryout the work inform the Engineer - in - charges rate which it is his intention to change for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it in such manner as his may considered advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under the clause.

10. SAFETY PROVISIONS :

All necessary personal safety equipments as considered adequate by the Employer shall be available for use of persons employed at site. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned. The working platforms and connecting ropes should be strong enough to take load of equipments, labourers and of material. When the work is being done where there is risk of failing, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for rescue of any person in danger and adequate provision made for first aid treatment of all injuries likely to be sustained during the course of work shall be made. The cost of these provisions is deemed to have been included in the quoted rates.

11. METHOD OF MEASUREMENT

11.1 Standard Method: Unless stated or billed otherwise quantities shall be measured accordance with the relevant parts of IS 1200 " Method of measurement of buildings and Civil works" and are not as they are finished and fixed in the works. The rates and prices shall be included whatever allowance is considered by the contractor to be necessary for waste, working area etc.

11.2 No interest will be payable nor any claim for interest will be entertained by the Employer with respect to any money or balance which may be in their hand owing to any disputes between themselves and the contractor



or with respect to any delay on the part of the Employer in making payments.

11.3 Deduction of Income Tax / Sales Tax as applicable shall be made from any amount payable to the contractor as per the relevant provisions of income tax act, sales tax act

12. COMPLETION PERIOD :

The work shall be completed in accordance with the provisions of the contract with any authorized alterations, amendments, addition or omissions within the completion period stipulated in Tender Notice or such further period as may be allowed by the Engineer.

The AMC work shall be carried out for a period of **twenty four months** from the date of taken over the site.

14. EXTENSION OF TIME :

In the opinion of the Employer, the AMC period shall be extended based on the requirement as per site condition. However, the quoted rate shall be firm for the extended period also.

15. All work shall be carried out as per standard specification and / or as directed at site by KPL.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

SECTION – 6
DRAWINGS

Tender No - 2023115060

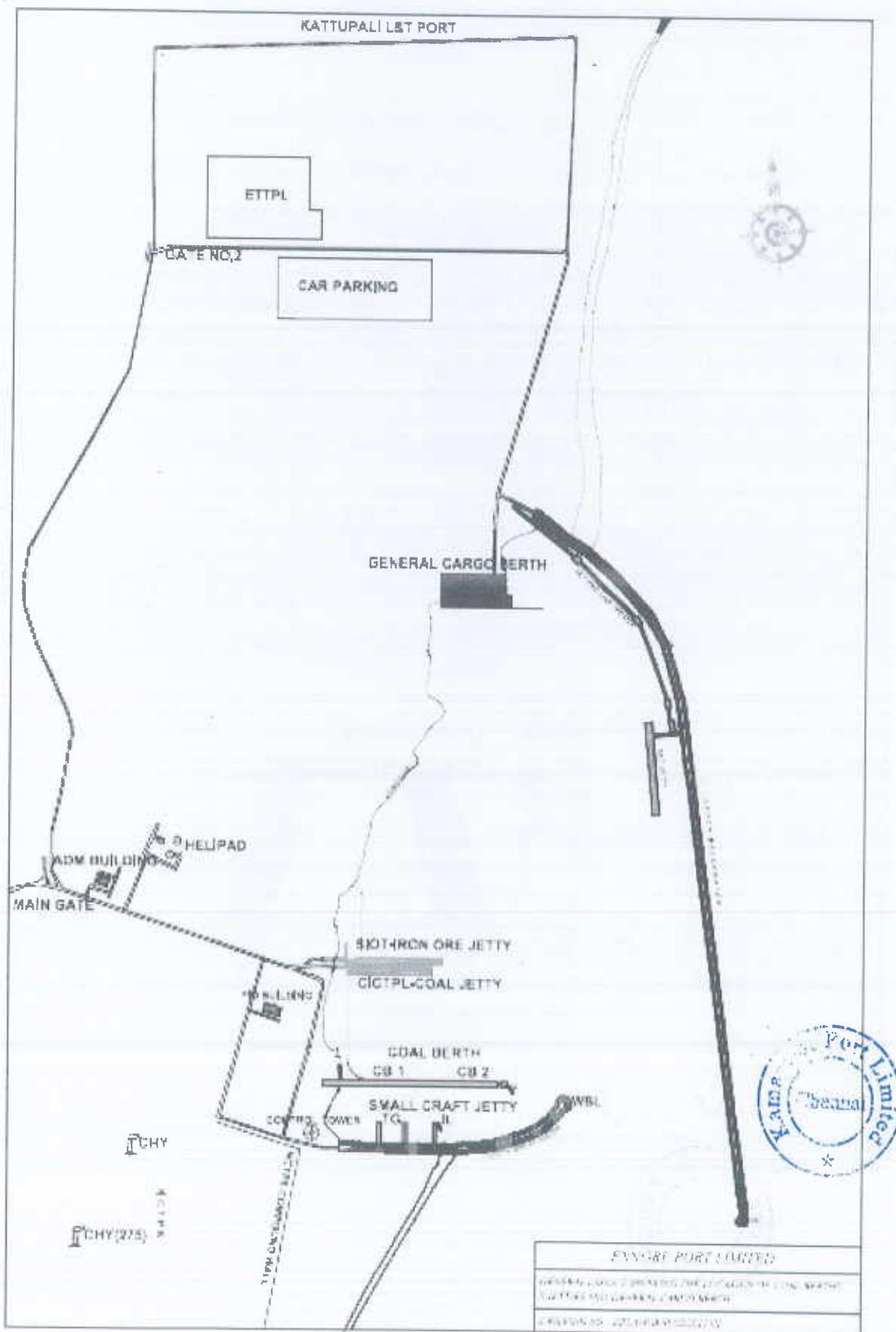
"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

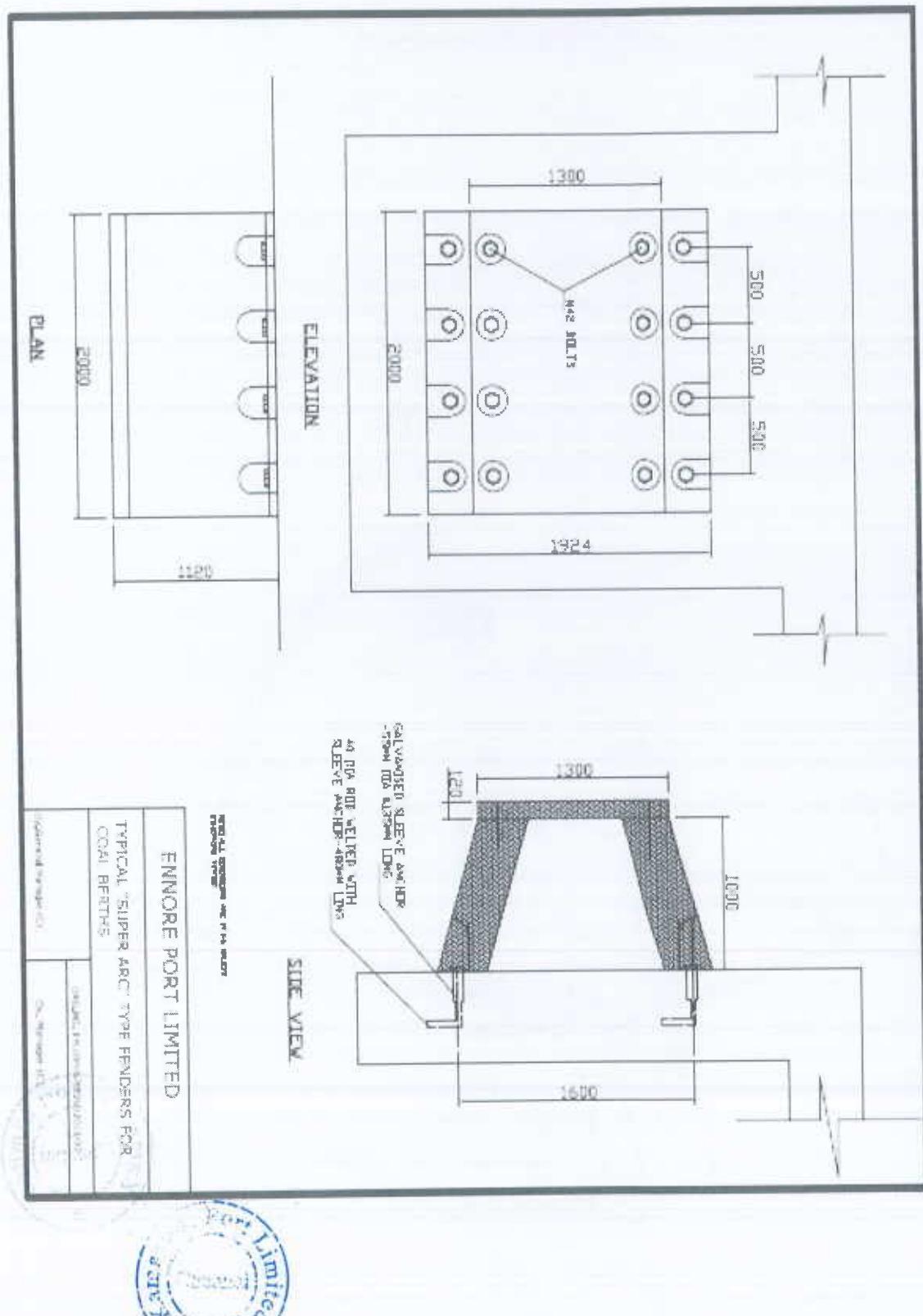
DRAWINGS

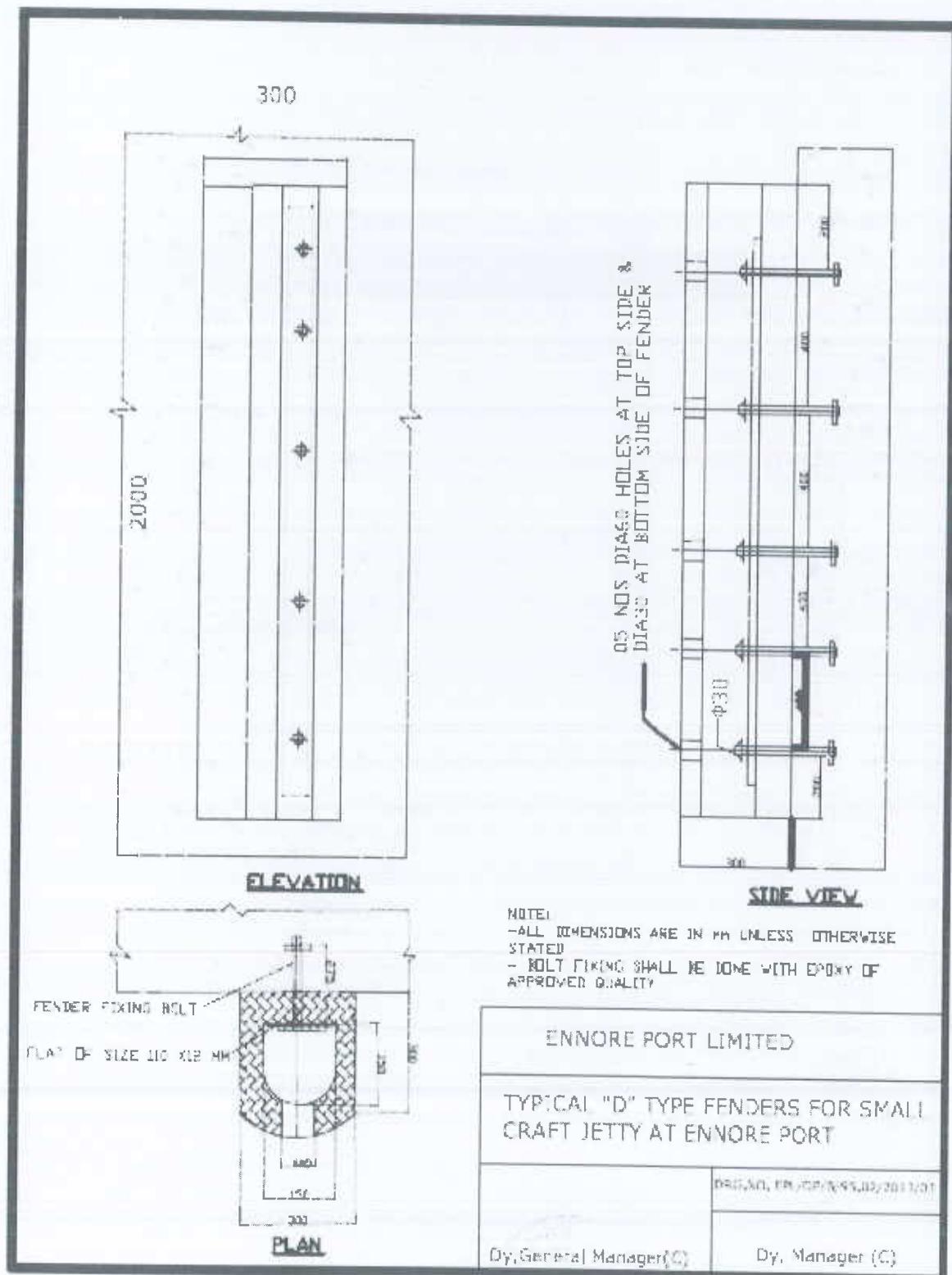
The following drawings shall form part of the Contract.

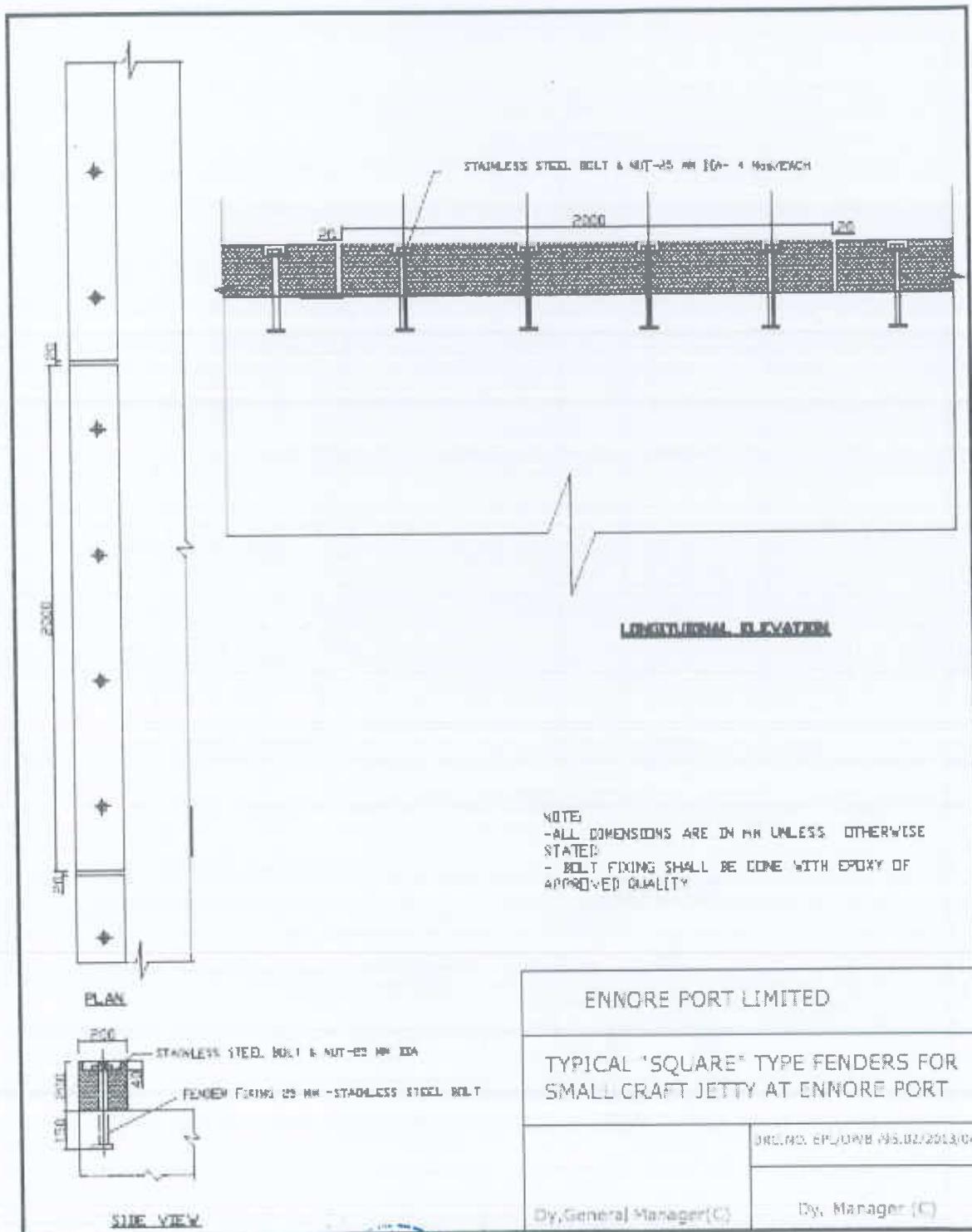
S.No	Description / Title	Drawing No.
1	General Layout showing the location of coal berths, small jetties and general cargo berth	2026015105/01
2	Typical Super Arc type fender for Coal Berths	2026015105/02
3	Typical D-Type Fender for Small Craft Jetties	2026015105/03
4	Typical Square Type Fender for Small Craft Jetty	2026015105/04
5	Details Showing the DIPTI Cell Fender System for General Cargo Berth	2026015105/05



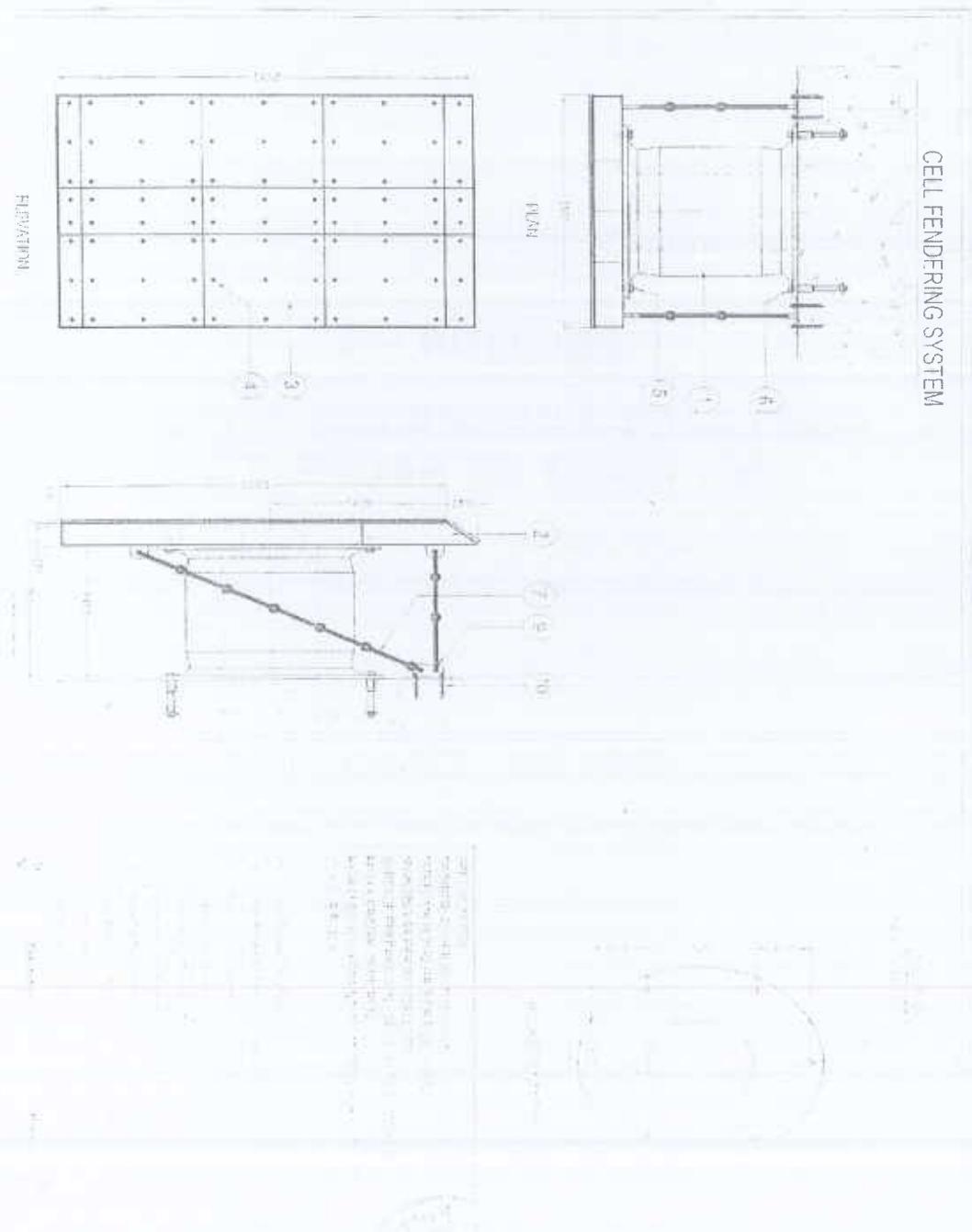








CELL FENDERING SYSTEM



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

SECTION – 7

**CONTRACT AGREEMENT FORMAT
AND FORM OF SECURITIES**



FORM OF CONTRACT AGREEMENT

(To be executed on Rs.100/- non-judicial Stamp Paper)

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

This CONTRACT AGREEMENT is made

This _____ day of _____ (month) TWO THOUSAND AND TWENTY SIX BETWEEN

1. The Kamarajar Port Limited, a company of Chennai Port Authority, Ministry of Ports, Shipping and waterways - Government of INDIA, incorporated under the Companies Act, 1956 as Amended thereafter, under the Laws of India and having its principal place of business at Vallur (Post), Chennai-120 (hereinafter called "the Port")

2. _____ [incorporated under] the laws of [country of contractor] and having its principal place of business at [address of contractor] (hereinafter called "the (contractor").

Whereas the Employer invited Tenders against tender no.2026015105 for execution of "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28**". viz. and has accepted a Tender by the Contractor in accordance with the terms and conditions of tender document, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies)][hereinafter called "the Contract Price"]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.

2. The following documents shall constitute the contract between the KAMARAJAR PORT LIMITED and the contractor, and each shall be read and construed as an integral part of the contract:

- (a) This contract Agreement;
- (b) Special Conditions of contract
- (c) General conditions of contract;
- (d) Technical Requirements (including schedule of Requirements and Technical Specifications, drawings);
- (e) Work order



- (f) The contractor's Bid and original price and Delivery schedules;
(g) And [add any other document(s)]

AND WHEREAS

KAMARAJAR PORT LIMITED accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with KAMARAJAR PORT LIMITED that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the KAMARAJAR PORT LIMITED does hereby agree with CONTRACTOR that KAMARAJAR PORT LIMITED will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to KAMARAJAR PORT LIMITED for the services rendered by KAMARAJAR PORT LIMITED to Contractor as set forth in CONTRACT and such other sums as may become payable to KAMARAJAR PORT LIMITED towards loss, damage to the KAMARAJAR PORT LIMITED's equipment, materials



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above.

For and on behalf of the Kamarajar Port Limited

Signed:

Kamarajar Port Limited, Chennai

In the presence of

Witness:

1.

2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

1.

2.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

FORMAT FOR PERFORMANCE SECURITY
(BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalised/ Scheduled Bank in India)

From:

.....Name and Address of the Bank.....

To:

The Dy General Manager(C),
Kamarajar Port Limited,
Vallur Post,
Chennai - 600120.
Tamil Nadu

This DEED OF GUARANTEE executed atby (Name of the Bank) having its Head/Registered Office at(hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

The Board of Directors of Kamarajar Port Limited (hereinafter called "the KPL") having its office at Vallur Post, Chennai - 600 120 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s(Name of Bidder/contractor, if individual)....., (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28** ",(hereinafter called to as "the Contract") and the KPL has issued Letter of Acceptance for Award of Contract to the Successful bidder.

WHEREAS the KPL has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs.....(Rupees.....only) by way of Security for execution of the Contract Agreement for the Contract within a period ofdays from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

NOW THIS DEED WITNESSETH that in consideration of the premises, we Bank hereby guarantees as follows:

- i. The Successful bidder shall execute the Contract Agreement before(date) and shall perform the contract of "**ANNUAL MAINTENANCE CONTRACT FOR COAL BERTHS, GENERAL CARGO BERTHS AND SMALL CRAFT JETTIES AT KAMARAJAR PORT FOR TWO YEARS 2026-28**" in accordance with the bid documents .
- ii. We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs.....(Rupees.....only) within three (3) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.
- iii. The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.
- iv. This Guarantee shall be valid and shall remain in force for a contract period plus 3 months
- v. In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- vi. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- vii. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
- viii. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
- ix. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - b) This Bank Guarantee shall be valid up to _____; and
 - c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).
 - d) This Guarantee is **encashable at Chennai** (Name of the Branch and address to be given).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.



Tender No - 2023115060

"Annual maintenance Contract for coal Berths, General Cargo Berths and Small Craft Jetties at Kamarajar Port for two years"

Date.....
Place:.....

(Signature of Authorised person of Bank)

.....
(Name in Block letters)
(Designation)

(Address).....

Bank's Seal
Authorisation No.

Witness:

1. Signature
Name & Address & Seal

2. Signature
Name & address & Seal

