



KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)
(Ministry of Ports, Shipping & Waterways, Govt of India)
2nd Floor, Jawahar Building,
Rajaji Salai,
Chennai – 600 001.
Ph: 044-25251666

TENDER No. KPL / CS&BD / PPD / 59/A/ 2026

LIMITED TENDER FOR
“Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area for Multi Cargo Terminal-2”

Due Date of Submission: 15.00 hrs on 26.03.2026

Date & Time of opening: 15.30 hrs on 27.03.2026

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(A Company of Chennai Port Authority)
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NOTICE INVITING TENDER

Tender No. KPL/CS&BD/PPD/59/A/2026

Limited tenders are invited in single cover system from the following contractors for the work of “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”

1. M/s. Ramya Electrical works, No.36, Kalaivanar Street, Bharthi Nagar, Minjur, Chennai – 601203.
2. M/s. E. Krishna, No. 49, Perumal Koil Street, Kondakkari, S.R.Palayam (Post), Chennai – 600 120.
3. M/s.K.H. Entreprises, No.47, School Street, Manali, Chennai – 600 068
4. M/s.Chandinee & Co, No.47, Perumal Koil Street, Kondakkari, S.R.Palayam (Post), Chennai – 600 120.
5. M/s. MSM Entreprises, No.63, Perumal Kovil Street, Kattupalli, Chennai- 600 120.

Note: - The above said contractors can only participate in this tender.

- 1.0 Sealed Limited tenders are invited by Kamarajar Port Limited from above mentioned Contractors to carry out “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2” under Single cover system at an estimated cost of Rs.9,88,418/- excluding GST (Rupees Nine Lakhs Eighty Eight Thousand Four Hundred and Eighteen Only).

Description of work	Indicative value in INR	Period of completion
Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2	9,88,418/- (Excluding GST)	02 months

- 1.2 Bid Security (Earnest Money Deposit – EMD)

- 1.3 The bidder shall have to submit the earnest Money Deposit of Rs 19,768/- (Rupees Nineteen Thousand Seven Hundred and Sixty Eight Only) in the form of Demand Draft in favour of “Kamarajar Port Limited” from any Nationalized /Schedule Bank (Except Cooperative Banks) encashable at Chennai.

- A. EMD of unsuccessful bidders other than L1, and L2 will be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after

issuance of work order.

- B. EMD is refunded suo-motto without any application from the bidders.
- C. The Bid security of the successful bidder will be discharged after issuance of work order.

Bidders registered with MSME/NSIC with a valid certificate shall be exempted from submitting the EMD.

Note: A copy of the MSME/NSIC registration certificate should be submitted along with the tender to claim exemption from submitting the EMD.

- 1.4 The offer 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 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.
- 1.6 The due date of submission of offers will be 26.03.2026@1500 Hrs, unless otherwise notified. In the event of changes in the schedules, Kamarajar Port Limited will notify the same through its website.
- 1.7 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**General Manager (CS &BD) i/c
Kamarajar Port Limited,
Chennai-600 001**

SECTION – 1
INSTRUCTION TO BIDDERS
(ITB)

KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)
(Ministry of Ports, Shipping & Waterways) Govt 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 “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”

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

- 1.2 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. One Bid per Bidder

Each bidder shall submit only one bid. 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.

4. 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.

5. 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 into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders own expense.

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

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

SECTION

- | | |
|---|--|
| 1 | Instructions to Bidders (ITB) |
| 2 | Forms of Bid |
| 3 | Conditions of Contract |
| 4 | Contract Data |
| 5 | Site condition and technical specification |
| 6 | Bills of Quantities |
| 7 | Drawing |

One set of the bidding documents will be issued to the bidder. The document should be completed and returned with the bid.

- 7 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and 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 15 here of, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

8 Clarification of the Bidding Documents

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 2 days prior to the deadline for submission of bids.

9 Pre-bid meeting.

No pre bid meeting will be conducted.

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.

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:

- i) Bid document with BoQ duly filled with ink in figure and words.

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 Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes, **except GST**, ESI and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. The GST will be reimbursed by KPL on production of remittance only on the 25th day of subsequent month provided ITC will be reflected in KPL’s GST portal.

13.4 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. 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.

D.SUBMISSION OF BIDS

16.1 Tenders must be sent in suitable cover duly sealed super scribed “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2” with all enclosure such as Bid price, and Bid Declaration Form etc.

16.2 Addressed to the General Manager (CS&BD) i/c, Kamarajar Port Limited, 2nd Floor, Jawahar Building, Rajaji Salai, Chennai 600 001 so as to reach the port not later than 1500 Hrs on 26.03.2026.

E. Bid Opening and Evaluation

17. Bid Opening

17.1 On the due date and appointed time the Employer will be opened 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, 2nd Floor, Jawahar Building, Rajaji Salai, Chennai-600 001.

18. 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.

19. Clarification of Bids

To assist in the examination, evaluation and comparison of 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.

20. Evaluation and Comparison of Financial Bids

20.1 The Employer will evaluate the eligibility of the bidder based on the frozen qualification criteria set in the tender document and the qualified bidder's prices alone will be taken for comparison.

20.2 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 methods and schedule proposed.

F. Award of Contract**21. Award Criteria**

21.1 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. 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.

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

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.

23. Notification of Award and furnishing undertaking.

23.1 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”)

23.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security.

23.3. On receipt of the notification of award, the bidder shall give undertaking stating that all the works shall be carried out in accordance with the specification and relevant IS and / or as directed by the representative of the Employer.

24. Performance Security

24.1 Performance Securities should be 10% of Contract price and submitted as Demand Draft within 7 days of receipt of letter of acceptance.

24.2 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

25. Advance Payment

No advance payment will be made.

26. Corrupt or Fraudulent Practices:

26.1 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.

SECTION -2

**FORMS OF BID AND LETTER OF
ACCEPTANCE**

TABLE OF FORMS

<i>01</i>	<i>FORM OF BID</i>
<i>02</i>	<i>LETTER OF ACCEPTANCE</i>

FORM OF BID

(To be executed on bidder’s letter head)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately]

Date _____

Tender No: KPL/CS&BD/PPD/59/A/2026 “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”

To

Kamarajar Port Limited,
2nd Floor, Jawahar Building,
Rajaji Salai, Chennai-600 001

We the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: [Number and issuing date of Addenda, if any.]
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance with the tender documents bearing No.: KPL/CS&BD/PPD/59/A/2026
- (c) Our tender shall be valid for the period of 90 days from the date of fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee in accordance with respective clause.

Signed: (Signature of person whose name and capacity are shown)
 In the capacity of : (Legal capacity of person signing the form of tender)
 Name : (Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for and on behalf of (complete name of tender)

Dated on..... day of (date of signing)

LETTER OF ACCEPTANCE

(On letter head paper of the port)

_____ (date)

To:

(Name and address of the contractor)

Dear Sir,

Sub : Tender No: KPL/CS&BD/PPD/59/A/2026 “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”**Ref :** Your bid dated and (list of correspondence with the bidder)

This is to notify you that your Bid dated _____ for execution of the work of -“Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2” for the contract price of Rupees _____ (amount in words and figures as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/Board).

You are here by requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. _____ within _____ days of the receipt of this letter of acceptance valid up to 28 days from the date of completion of all contractual obligations expiry of taking over certificate subject to removal of Defects Period i.e. up to _____ and also sign the contract agreement within _____ days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,**Kamarajar Port Limited, Chennai**

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.
- 1.2 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.3 The **Completion Date** is the date of completion of the Works as certified by the Nodal Officer or his nominee.
- 1.4 The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works.
- 1.5 The **Contract Data** defines the documents and other information, which comprise the Contract.
- 1.6 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- 1.7 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.
- 1.8 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.9 **Days** are calendar days; **months** are calendar months.
- 1.10 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.11 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.12 The **Employer** is the party who will employ the Contractor to carry out the Works.
- 1.13 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.
- 1.14 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.15 The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.16 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.
- 1.17 **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

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- 1.18 **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- 1.19 The **Site** is the area defined as such in the Contract Data.
- 1.20 **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.
- 1.21 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.
- 1.22 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.
- 1.23 A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.
- 1.24 The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer.

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.

3. Language and Law

- 3.1 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

- 4.1 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

- 5.1 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. 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.

7. Personnel

7.1 If the 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.

8. Insurance

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

9. Contractor to Construct the Works

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

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

10.1 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.

11. Safety

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

12. Discoveries

12.1 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.

13. Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

14. Access to the Site

14.1 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.

15. Instructions

15.1 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.

16. Program

16.1 Within the time stated in the Contract Data the Contractor shall submit to the Nodal Officer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

17. Extension of the Intended Completion Date

17.1 The Nodal Officer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

17.2 The Nodal Officer or his nominee shall decide whether and by how much to extend the Intended Completion Date on submitting full supporting information by the contractor. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

B. Quality Control**18. Identifying Defects**

18.1 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.

19. Correction of Defects

19.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period if any. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

19.2 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.

20. Uncorrected Defects

20.1 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.

C. Cost Control**21. Bill of Quantities**

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

21.2 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.

22. Variations

22.1 Item Rate/Percentage Rate Contracts.

In the case of Item Rate/Percentage Rate tenders, the following procedures will be adopted in the finalization of rates for Variation, Extra and Substituted 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.

23. Payments

Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Bill will be paid within 15 days from the date of certification of the bill.

Regarding Item-.02 of BOQ, cost towards seemai karuvellam trees, proportional amount will be adjusted based on the quantity executed satisfactorily in Item -01 for making payment of part bills.

Item -01 of BOQ, normally no higher side variation is allowed. In case excess / less quantity operated, proportionate amount towards Item-02 (cost for firewood) shall be deducted from the final bill payment

24. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes except GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The GST will be reimbursed by KPL on production of remittance only on the 25th day of subsequent month provided ITC

will be reflected in KPL’s GST portal. Any new Taxes, levies , duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence.

25. Liquidated Damages / Cancellation

Liquidated damages will be applicable @ 0.5% of the contract order value per week or part thereof, for delay in contract completion date subject to a maximum ceiling of 10% of contract order value.

26. Advance Payment

No advance payment will be paid.

27. Performance Securities

The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period if any.

28. 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.

29. Termination

The Employer is having right to terminate the contract for the unsatisfactory progress of work at any stage.

30. Payment upon Termination

If the Contract is terminated because of the reasons stated above, 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. 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.

31. Defect liability

No defect liability period for this contract

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 there under, 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 there under, 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.

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 Key personnel

7 of Sec-3

The above instructions should correspond to the information provided in the invitation of Bids.

2. The Employer is Name: KAMARAJAR PORT LIMITED,
No.17,2nd Floor, Jawhar Building, Rajaji Salai, Chennai – 600 001

3. Name of authorized Representative – Mr. A.Karuppiah
GM (CS&BD) i/c Address: No.17,2nd Floor,Jawhar Building,
Rajaji Salai, Chennai – 600 001

4. The Nodal Officer is: P.Baskaran, Chief Manager (Projects)

5. Nodal Officer’s nominee: G.Sampath kumar, DM (Projects)

6.The name and identification number of this contract-24 “Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”

7.The Start Date shall be 7 days for the date of issue of the work order or actual date of taking over the site for execution. 1.21 of Sec-3

8.The Intended Completion Date for the whole of the Works is **02months** reckoned from ‘Start Date’. The contractor should indicate the Milestone for the completion of each item of works in the program and get the approval of the Nodal Officer or his nominee.

Milestone Dates - Not Applicable

Physical works to be completed Period from the date of issue of Work order

Milestone1. - Not Applicable

Milestone2. - Not Applicable

Milestone3. - Not Applicable

10.The Site is located at Kamarajar Port Premises in the State of Tamil nadu.

11. No Defect liability period is insisted. 31 of Sec-3

12.The successful tenderer will have to take workmen’s compensation policy for deployed workers and it is to be valid during the execution

13.The Employer terminates the contract for his convenience 29 of Sec-3

SECTION – 5

SITE CONDITIONS AND TECHNICAL SPECIFICATIONS

KAMARAJAR PORT LIMITED
(A Government of India Undertaking)

TECHNICAL SPECIFICATIONS

1. PREAMBLE

1.1 The Technical Specifications Contained herein shall be read in conjunction with the specifications published by the Central Public Works Department Manuals

1.1.1 General

The Technical specifications covering the materials and the workmanship aspects as well as method of measurements and payments are included in this section. These specifications cover the items of civil and non-civil works coming under scope of this document. All work shall be carried out in conformity with the same. These specifications are not intended to cover the minute details. The works shall be executed in accordance with good practices followed for achieving high standards of workmanship, thus ensuring safety and durability of the construction. All codes and standards referred to in these specifications shall be the latest thereof, unless otherwise stated.

1.1.2 Inclusive Documents

The provisions of special conditions of contract, those specified elsewhere in the tender document, as well as execution drawings and notes, or other specifications issued in writing by the Engineer shall form part of the technical specifications of this project.

1.1.3 The attention of the contractor is drawn to those clauses of codes, which require supporting specification either by the Engineer or by ‘Mutual agreement between the supplier and purchaser’. In such cases, it is the responsibility of the tenderer/contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer before taking up the supply/construction. In absence of such prior clarification, the Engineer’s choice/design will be final and binding on the contractor without involving separately any additional payment.

1.1.4 Measurement And Payment

The methods of measurement and payment shall be as described under various items and in the Bill of Quantities. Where specific definitions are not given, the methods described in B.I.S. Code will be followed. Should there be any detail of construction or materials which has not been referred to in the Specification or in the Bill of Quantities and Drawings but the necessity for which may be implied or inferred there from, or which is usual or essential to the completion of the work in the trades, the same shall be deemed to be included in the rates and prices entered by the contractor in the Bill of Quantities.

1.1.5 Defective Works

All defective works are liable to be demolished, rebuilt and defective materials replaced by the contractor at his own cost. In the event of such works being accepted by carrying out repairs etc., as specified by the Engineer, the cost of repairs will be borne by the contractor.

In the event of the work being accepted by a given ‘Design Concession’ arising out of but not limited by a given under sizing, under strength, shift in location and alignment etc., and accepting design stress in members which are higher than those provided for in the original design or by accepting materials not fully meeting the specifications etc., the tenderer will be paid for the works actually carried out by him at suitably reduced rate of the tender rates for the portion of the work thus accepted.

1.2 SITE INFORMATION

1.2.1 The information given here under and provided elsewhere in these documents is given in good faith by the ‘Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

1.2.2 The area in which the works are located is mostly plain to rolling terrain. The approximate longitude and latitude of region being 80°-33' east and 13°-26' north respectively.

1.2.3 General Climatic Conditions

1.2.3.1 The variation in temperature in this region is as under

- 1) During summer months, maximum Temperature is about 37° C and minimum about 30° C.
- 2) During winter months, minimum temperature is about 22° C and maximum about 27° C.

1.2.3.2 The normal annual rainfall in the area is in the order of about 1200 mm a good portion of which is concentrated during the months of October to December each year.

1.2.4 Seismic Zone

The works are located in seismic zone III as defined in IRC-6-1966

1.2.5 Exposure conditions at site

The exposure condition at site is considered to be saline atmosphere. Material selection, protection of various components and other provisions are to be made with this view.

SECTION – 6

BILL OF QUANTITIES

KAMARAJAR PORT LIMITED
(A company of Chennai Port Authority)
“Uprooting the seemai karuvellam saplings and trees (Prosopis Juliflora) in the proposed area of Multi Cargo Terminal-2”
Bill of Quantities and Rates

SL. No	Probable Quantity	Description of work	Rate (in Figures and in words)	Units (in Figures and in words)	Amount (in Figures and in words)
1	56,587	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees (seemai karuvellam) and saplings of grith up to 30 cm measured at a height of 2 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared including cutting of trunks and branches, removing the roots including cost of labour, machinery, tools, etc., complete.		M ² (One square metre)	
2	LS	Cost towards seemai karuvellam firewood removed from the port premises including disposing the unwanted material at the place indicated by KPL within the port premises including cost of all labour, transport, loading and unloading, machinery, etc., complete. Note: Regarding item - 02 of BOQ, cost towards seemai karuvellam trees, proportional amount will be adjusted based on the quantity executed satisfactorily in Item -01 of BOQ, normally no higher side variation is allowed. In case excess/ less quantity operated. Proportionate amount towards item No:02(cost for firewood) shall be deducted from final bill payment.		L.S (Lum sum)	
		Total Amount (Excluding GST)			

(Rupees.....
.....only)

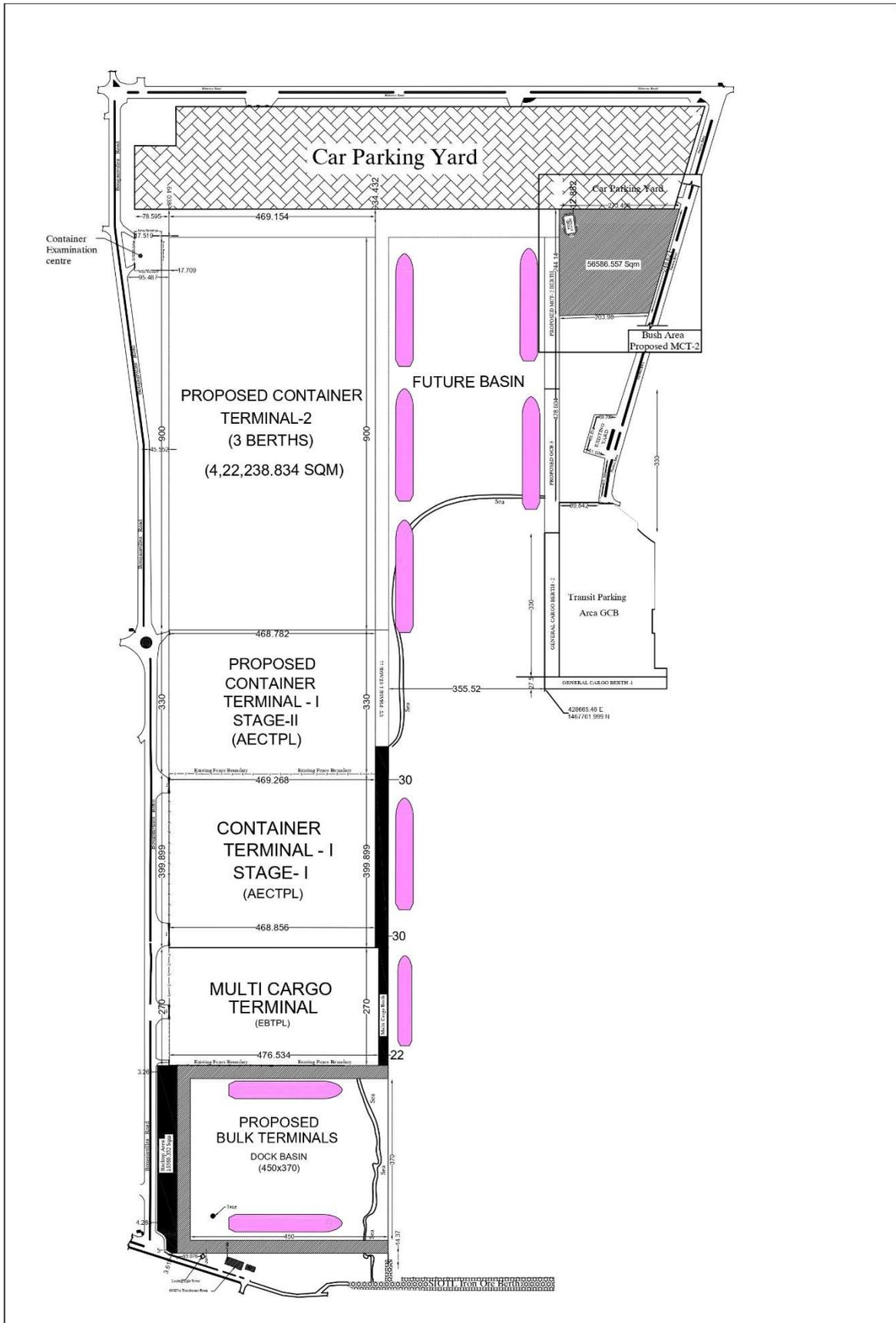
Signature of the contractor, with seal

General Manager (CS&BD) i/c
Kamarajar Port Limited.

SECTION – 7

DRAWING

I. Drawing showing location of the proposed area for bush clearance



II. Detailed drawing of the area for subject work

