



KAMARAJAR PORT LIMITED

[A Company of Chennai Port Authority]

(Ministry of Ports, Shipping and Waterways – Government of India)

Vallur Post, Near NCTPS,

Chennai – 600 120.

CIN: U45203TN1999PLC043322

Tender No. KPL / OP / 95.33 / A / 2024-2026

TENDER

For

**SERVICE CONTRACT FOR OPERATING THE RO WATER PLANT IN
THE PORT ADMIN BUILDING, SEWAGE TREATMENT PLANT(STP)
AND WATER SOFTENER PLANT (WSP) IN THE NEW CISF BARRACKS
INSIDE KAMARAJAR PORT**

THROUGH

GeM Portal (Government eMarketplace)

Volume – I

Technical Bid

Due Date of Submission: 15:00Hrs on 12.06.2024

Date & Time of opening: 15:30Hrs on 12.06.2024

INDEX

| DESCRIPTION | PAGE NO |
|------------------------------------------------------------------------------|----------------|
| NOTICE INVITING TENDER | 03 |
| INSTUCTION TO BIDDERS (ITB) | 05 |
| EARNEST MONEY DEPOSIT (EMD) / BID SECURITY | 05 |
| ELIGIBILITY CRITERIA | 07 |
| GENERAL DESCRIPTION OF WORK | 08 |
| SUBMISSION OF BIDS | 09 |
| SPECIAL CONDITIONS OF THE CONTRACT | 12 |
| FORM OF BID | 16 |
| CONTRACT AGREEMENT | 18 |
| PRICE BID/BILL OF QUANTITIES (To be uploaded in GeM Portal) | 22 |
| TAX INVOICE FORMAT | 25 |

KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

NOTICE INVITNG TENDER

E-Tenders are invited in two cover system from the experienced contractors through e-procurement mode for the work of “***Service Contract for Operating the RO Water plant in the Port Admin building, Sewage Treatment Plant(STP) and Water Softener Plant (WSP) in the new CISF Barracks inside Kamarajar Port***”.

For more details visit port website www.kamarajarport.in or <https://gem.gov.in> or contact Senior Manager (Civil) 044 – 27950030, Extn: 325.

KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

COMPETITIVE BIDDING

TENDER NO. KPL/OP/95.33/A/2024-2026

NAME OF THE WORK : SERVICE CONTRACT FOR OPERATING THE RO WATER PLANT IN THE PORT ADMIN BUILDING, SEWAGE TREATMENT PLANT(STP) AND WATER SOFTENER PLANT (WSP) IN THE NEW CISF BARRACKS INSIDE KAMARAJAR PORT

LAST DATE & TIME FOR RECEIPT OF BIDS : **12.06.2024 UPTO 15.00 HOURS**
(in GeM Portal)

TIME & DATE OF OPENING OF BIDS : **12.06.2024 @ 15.30 HOURS**
(in GeM Portal)

PLACE OF OPENING OF BIDS THROUGH (in GeM Portal) : **KAMARAJAR PORT LIMITED,**
O/o Senior Manager (Civil)
VALLUR (POST)
CHENNAI-600 120
PH: 044-27950029

DGM (C)
Kamarajar Port Limited

SERVICE CONTRACT FOR OPERATING THE RO WATER PLANT IN THE PORT ADMIN BUILDING, SEWAGE TREATMENT PLANT(STP) AND WATER SOFTENER PLANT (WSP) IN THE NEW CISF BARRACKS INSIDE KAMARAJAR PORT

1. INSTRUCTION TO BIDDERS (ITB)

TENDER NO. KPL/OP/95.33/A/2024-2026

1. Kamarajar Port Limited invites tenders through GeM Portal in two bid system from the reputed contractors for the work of “**Service Contract for Operating the RO Water plant in the Port Admin building, Sewage Treatment Plant(STP) and Water Softener Plant (WSP) in the new CISF Barracks**” in the prescribed form. The estimated value put to tender is **Rs.55,00,000/- including GST (i.e. Rs.46 Lakhs plus GST) for a period of 24 Months**. The website is www.kamarajarport.gov.in and <https://gem.gov.in> may be accessed for submission of tender document on or before **12.06.2024 up to 15:00 Hrs**.
2. The bidders at their own responsibility and risk is encouraged to visit and examine the Site of Works (RO Plant, STP and WSP) and its surroundings and obtain all information that may be necessary for preparing the quotation. The costs of visiting the site shall be at the contractors own expense.
3. Pre-bid Meeting – No Pre-bid Meeting will be conducted. However, your pre-bid queries regarding the tender may be addressed to Manager (Civil) through email id ram@kplmail.in.
4. The complete tender document is available on port website: www.kamarajarport.in / <https://gem.gov.in> and **Tenderers may submit the tender offer on or before the due date and time of submission in GeM**.
5. **Earnest Money Deposit (EMD) / Bid Security**
 - A. The bidder shall have to submit the **Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft in favour of “**Kamarajar Port Limited**” from any **Nationalized/Schedule Bank (except Cooperative Banks)** encashable at **Chennai**.
 - B. 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 entering in to agreement with L1 and acceptance of performance Guarantee from L1.
 - C. EMD is refunded suo-motto without any application from the bidders.
 - D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

Bidders registered with MSME / NSIC with valid certificate holder shall be exempted from submission of EMD.

Note: A copy of the registration certificate with MSME / NSIC should be submitted along the submission of tender for claiming exemption from submission of EMD.

E. The Bid Security may be forfeited, if

- a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b) The Bidder does not accept the correction of the Bid Price, or
- c) The successful Bidder fails within the specified time limit to
 - i) Sign the Agreement or
 - ii) Furnish the required performance security

Any bid not accompanied by the Bid Security (EMD) shall be rejected by the Authority as non-responsive.

- 6. Bidders registered with MSME / NSIC with valid certificate shall submit a copy of the registration certificate for reference.**
7. The offer (both Techno-Commercial & Price) must be valid for a minimum of 120days from the last date of submission of offer, otherwise the offer shall be rejected as non-responsive.
8. Performance Security should be 5% of KPL's Estimated Value which should be submitted as Demand Draft drawn in favour of "**KAMARAJAR PORT LIMITED**" from any nationalized / scheduled bank payable at Chennai within 15 days of receipt of work order. The performance security will be refunded immediately not later than 14 days on successful completion of contract period of 24 months.
9. The bidders submitting bids on Joint Venture (JV) basis / submitting bid with Sub-Contractor experience to substantiate eligibility Criteria will not be considered for evaluation.

DGM (Civil)
Kamarajar Port Limited

2. ELIGIBILITY CRITERIA

1. 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 audited financial years till the previous year of tender notification of the bidder should not be less than **Rs.13,80,000/-** i.e 30% of the estimated cost and the bidder shall submit the balance sheet and profit and loss account statement during the last 3 audited financial years duly certified by Chartered Accountant with notarized/self attested.

ii) Experience of having successfully completed similar works during last 07 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following. *(To enclose the work order copy and completion certificate as proof)*

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. **(Rs.18,40,000/- Excluding GST).**

OR

b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. **(Rs.23,00,000/- Excluding GST).**

OR

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. **(Rs.36,80,000/- Excluding GST).**

(iii) "Similar Work" means having experience in "Annual Maintenance / Service Contract for operating the Water Treatment Plants / Sewage Treatment Plants / Effluent Treatment Plants in Ports / Railways / PWD / Central Government / State Governments / Central PSUs / State PSUs / Public Limited Companies."

2. Documentary evidence for having valid details as under:

i) GST No. _____

ii) EPF No. _____

One Office functioning at Chennai:

The bidder should have a office in Chennai which is functioning for minimum 2 previous years till the previous year of tender notification *(i.e. from April 2022)*. This shall be substantiated with Rental Agreement / Electricity bill / Telephone bill or any other relevant document for having running the office for the last 2 years in Chennai.

The copy of the above mentioned documentary proofs submitted to substantiate the eligibility criteria of the firm such as Work Orders & Completion Certificate, Balance Sheet & Profit & Lost account sheet / Form 26AS etc., should be notarized by a Notary Public / Self Attested, failing which the tender will be summarily rejected.

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 2023-2024.

| Year | Multiplication factor |
|--------------|-----------------------|
| FY 2023-2024 | 1.00 |
| FY 2022-2023 | 1.07 |
| FY 2021-2022 | 1.14 |
| FY 2020-2021 | 1.21 |
| FY 2019-2020 | 1.28 |
| FY 2018-2019 | 1.35 |
| FY 2017-2018 | 1.42 |

3. GENERAL DISCRIPTION OF WORK:

The Contractor has to engage Manpower, Consumables, and Operating Accessories as tabulated below to provide uninterrupted drinking water supply to the KPL Admin building, KPL Canteen, Port Users etc., and Treat the water in the STP and WSP

The manpower requirement, Consumables and Operating Accessories required for the smooth operation of the RO Plant, STP and WSP are tabulated below:

| S.No | Description of the Plant | RO Water Plant – 200 LPH Capacity @ Port Admin Building | Water Softener Plant (WSP) – 3500 LPH Capacity @ New CISF Barracks | Sewage Treatment Plant (STP) – 30 KLD Capacity @ New CISF Barracks |
|------|--------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Manpower | Skilled Manpower (1 Shift – General) | Skilled Manpower (3 Shifts + 1 Reliever [#]) | |
| 2 | Consumables | 1. Anti-Scalant – 5020 2. Disinfectant – 4010 3. 10 inch Jumbo Cartridge | Sodium Chloride (NaCl) | Sodium hypochlorite (NaOCl), Bio Culture, Di Ammonium Phosphate (DAP), Urea CO(NH ₂) |
| 3 | Operating Accessories | 1. Membrane 2. Media filter with service | Greasing the Pump and mechanical parts | Changing of oil for Air blowers Air Blower Belt Greasing the Pump and mechanical parts MCB, Conduit Relay and electrical consumables (Whenever required) |

[#] As per the Minimum Wages Act, only 26 days is accountable per month but the plant to be operated for 30 days in 3 Shifts. Hence one reliever for the above manpower is included

Apart from the above table, any consumable, operating accessories, Spares which needs for the proper operation of the RO, STP & WSP will be reimbursed along with the quoted Service Charge along with the original invoice.

Note:

- a) Port office is located at Kamarajar Port Ltd., Vallur Post, Chennai – 120.
- b) The payment is not based on liters of water and only based on the “Percentage of Service Charge” quoted for operating of above plants per month.
- c) The above said quantities are approximate and any deviation beyond the stipulated quantity will be paid to the quoted rated only (No extra / market rates will be paid). Operating excess quantities over the above mentioned quantities should be get prior approval of KPL.
- d) The contractor has to maintain separate registers at the site to account the Consumables consumed on daily basis for all the plants. The register should be attached with the monthly bills to raise the bill for the actual quantity consumed.
- e) The Operating accessories should be operated as and when required during the contract period of 24 months with the prior approval of KPL.

4. SUBMISSION OF BIDS

4.1 Deadline for Submission of Bids

- 4.1.1 Bids must be uploaded in the website <https://gem.gov.in> not later than the **15:00 Hours on 12.06.2024.**

4.4 Modification and Withdrawal of Bids

- 4.4.1 The tenderer may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in **Clause 4.3 GeM.**

5. Bid Opening and Evaluation

5.1 Bid Opening

On the due date and appointed time as specified in Clause 4.3, the Employer will first open Technical bids *in GeM Portal* including modifications made pursuant to clause 4.4 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.

6. 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.

7. Clarification of Bids

To assist in the examination, evaluation and comparison Bids, the Employer may, at

his discretion, ask any bidder for clarification of his Bid, including breakdown 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.

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.

8 Employer's Right to accept any Bid and to 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.

9. Notification of Award and Signing of Agreement

9.1 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 will state the sum that the Employer will pay the Contractor in consideration of the Operation period by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price")

9.2 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 10**.

9.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will signed by the Employer and the successful Bidder within 15 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt of, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

9.4 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.

10. Performance Security:

10.1 Performance Securities should be 5% of KPL's Estimate Value and submitted as Demand Draft within 14 days of receipt of work order.

10.2 The 5% of the Security Deposit will be refunded after successful completion of contract period of **24 Months plus one Month**

10.3 Failure of the successful bidder to comply with the requirements of Sub-Clause 9.3 & 10.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

10.4 CHANGES / UPDATION

Any changes and updations in the tender document will be displayed in the website: www.kamarajarport.in or <https://gem.gov.in>.

10.5 CLARIFICATION / INFORMATION

Any clarification / Information can be obtained from The Senior Manager (Civil) during office hours at 044 – 27950023 or 87544 28469 at the Port Office.

10.6 Offers without prescribed Bidding Documents of KPL

The condition "Offer sent without having the prescribed bidding document of KPL and/or without complying with the terms and conditions of bidding document for submitting the offer, will be ignored straightway".

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

1. ***KPL's Tender Procedure Manual 2014 and amendments, if any (available in www.kamarajarport.in)***
2. ***KPL's Works Manual 2014 and amendments, if any (available in www.kamarajarport.in)***
3. ***Policy & Procedure for Suspension and banning of business dealings against erring and defaulting agency in KPL. (available in www.kamarajarport.in)***
4. ***GFR 2017 (General Financial Rules - 2017).***
5. ***Manual for Procurement of Services (Updated, June 2022), issued by Government of India, Ministry of Finance, Department of Expenditure.***

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

11. SPECIAL CONDITIONS OF THE CONTRACT

1. The contract is for a period of 2 years (i.e. 24 months) commencing from 14th day of placing the order / or the actual date of commencement of work whichever is earlier. Subsequently, the contract period may be extended, if required, at the discretion of the Port for a further period with the prevailing rates without prejudice to the conditions of contract.

2. The contractor should have valid GST Number and the contractor should have valid EPF Registration numbers for the Manpower engaged for Operating the RO, STP & WSP Plants.

3. Before the commencement of work, a copy of the "Operation & Maintenance manual" submitted by the OEM (Original Equipment Manufacturer) will be issued for the guidance for operating the plant.

4. The works are to be carried out in a way, not to cause any hindrance /disturbance to the day to day work. The bidder has to take all precautions and measures to ensure safety to the working personnel. The works shall be carried out without any damage to the existing facility / Plant / machinery /structures. Any damaged caused shall be made good by the contractor at his own cost.

5. The contractor has to issue Personal Protective Equipments (PPEs) like Safety shoes, hand gloves, helmet, goggles to the operator. The Contractor should also arrange Uniform, Food, Transportation, Accommodation, etc., for the manpower engaged for operating the RO, STP & WSP Plants which all are included in the Bidder's Quoted Rate and KPL will be not pay anything extra for the above apart from the quoted rates.

6. The deployed manpower for the RO, STP & WSP Plants should not possess / carry / intake alcohol / drugs / Tobacco during working hours inside the Port Premises. KPL if found any manpower with the above will view seriously and will take necessary action against the contractor.

7. The Contractor shall, at all times, ensure that all its employees are adequately insured and are fully covered for the risks that would be involved while/for carrying out the works and that the insurance policies (detailed below) shall remain in full force and effect until the expiry of the contract. A copy of the following insurance policy shall be taken within 21 days from the date of issue of work order and Policies to be furnished to KPL.

a) Workmen Compensation Policy

b) Group personal Accident Policy

The policy should be clearly indicate the name of manpower deployed for operating the plants inside the Port covering a assured sum of Rs.10Lakhs per person along with the nominee.

6.1 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to

the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

6.2 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in charge or Engineer-in charge's representative.

8. The Electricity supply for operating the R.O. plant will be provided at free of cost borne by KPL.

9. The contractor should mandatorily **provide and maintain PH meter & TDS meter** at the site to enable the KPL representatives to check the quality of purified water from time to time. Further, any other meter required for the continuous monitoring of the quality of the water should also be maintained at the Site as per the direction of Engineer-in-Charge.

10. The contractor also should conduct necessary test in the purified (at least once in 2 month) at his own cost to ensure that the quality of the water is as per the specified standards as per the OEM or Relevant IS Standards. The test should be carried out in the laboratories approved by Tamil Nadu Pollution Control Board (TNPCB) or as directed by KPL.

11. The contractor should maintain adequate Stock of consumables / operating accessories in the site to avoid any hindrance due to lack of materials during operation and the contractor has to arrange his own watch and ward for the safety and security of consumables, materials brought to the site and against any damage.

12. The deployed manpower has to make necessary arrangements to keep the RO, STP & WSP Plants and nearby areas neat and tidy.

13. The payment will be made on monthly basis for the service rendered. The contractor has to submit the bill in the prescribed format on completion of every month. The contractor has not entitled for any advance payment.

14. Entry into port is based on prior permission. The bidder has to obtain entry passes on payment basis for the work force to be deployed for the work and also submit a list of tools, vehicles, equipments, machinery, etc., to be used for the works and should obtain prior permission for their entry as well as exit. Action has to be taken well in advance for obtaining permission, passes etc., for entry of Materials and Manpower so as to as avoid delay to the work.

15. KPL reserves to itself right to amend /alter/omit/modify /the specification of the works at any stage of the contract period.

16. Quantities furnished in the schedules are only approximate and can be increased or decreased at the discretion of the KPL. However the consequent variation in the total quote price will be limited to (+/-) 10% and quoted rates shall be are firm for such variation.

17. The consumables used for the work shall be of good quality and approved make /manufacture and as per the specifications which will be approved by KPL

Engineer. All the materials and works shall comply with relevant manufacturer's specification and procedures.

18. Any repair / malfunctioning in the spares of the RO plant like Motors, filter media, valves, Membranes, electrical fittings etc., should be immediately brought to the notice of the KPL's representative.

19. The contractor shall engaged skilled labours, necessary tools, accessories to complete the works.

20. The bidder shall quote his **% (Percentage) of service charges** in the Schedule of Quantities (Bill of Quantities) in figures. The GST will be reimbursed by KPL on production of remittance only on 25th day of subsequent month provided such duties in regards to the deduction of such taxes at source and applicable law.

All statutory deductions like Income Tax/TDS, GST TDS etc., shall be deducted from the bills as per prevailing rules. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on production of documentary evidence.

The % (Percentage) of service charges quoted by the bidder shall be fixed for the duration of the entire Contract period of 24 months and shall not be subject to adjustment on any account.

21. The contractor has to engage manpower to the RO, STP and WSP as detailed above on all weekly working day i.e. from Monday to Saturday throughout the month. However, reliever to be deployed during the weekly holidays. If the operator fails to present on the working days, the contractor has to make alternate manpower to provide uninterrupted water supply, failing which pro-rata recovery will be effected for the number of days of absence.

22. The contractor should maintain an attendance register with corresponding wage register for the Operators in the *Form A, Form B, Form C & Form D* whichever is applicable. The attendance sheet should be checked and certified by the Authorised representative of the Contract and countersigned by KPL after verification. The Contractor should also maintain a register for the Consumables and Operating Accessories to be consumed in operating the RO, STP and WSP.

23. The contractor shall engage the manpower on any National Holiday to operate the water plant, if required, for which KPL will not pay any extra charges.

24. The work shall be done to the entire satisfaction. The works shall be done in accordance with the specification and other conditions.

25. The **KPL** may cancel the contract at his opinion at any time without notice for any reason including poor performance of the work and may remove bad work or materials and have it replaced deducting the value of the work rejected or material removed of the cost of replacing it as he may think proper from any amount due or that may think proper from any amount due or that may become due to the contractor. The decision of the **KPL** is final and will be binding on the contractor.

26. The contractor shall be responsible for any accident and damage. The

contractor shall be solely responsible for reporting to the KPL immediately of any serious or fatal accident in the Plant to any of his employees / workmen engaged by him or any person involved in accident as a whole of the work.

27. The work shall be carried out without causing any inconvenience to the KPL and to other works in progress in the neighborhood places of the KPL.

28. All payments made by KPL to the contractor for the work shall be rounded of the nearest rupee.

29. The Contractor shall be solely responsible for any injury/damage/ loss of any of the Contractor's men or materials and for any damage/accident/injury to its personnel during the execution of works under this Contract. KPL shall not be held responsible for any reason whatsoever for any claims made by any person who is under the employment of the Contractor or whose services has been engaged by the Contractor. The Contractor shall indemnify KPL and keep KPL indemnified against all such injury/damage/loss of Contractor's men and/or materials.

30. The Contractor shall be solely responsible for any accident, damage or injury caused to any of its employees or to KPL's employees during the course of execution of the Contractor's obligations under this Contract. KPL shall not be held liable or responsible for any reason whatsoever for any claim made by any person who is either in the employment of the Contractor or whose services have been engaged by the Contractor.

31. The Contractor shall be solely responsible to report to KPL/ Police Department / Competent Authority upon the occurrence of any accident resulting in injury to any person or damage to materials during the course of execution of the Contractor's obligations under this Contract or in areas that are under the effective control of the Contractor during the tenure of this Contract.

32. Termination of the Contract by KPL:

32.1 KPL may by a written notice to the Contractor, terminate the Contract if any of the conditions of default should continue for a period of fifteen (15) days after KPL notifying the Contractor in writing of having suspended the payments accruing to the Contractor under the Contract.

32.2 KPL reserves the right to terminate the Contract for unsatisfactory performance of the Contractor, determined solely at KPL's discretion, at any time after having given 15 days notice in writing.

DGM(C)
Kamarajar Port Limited

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 along with the submission of EMD / Bid Security before the deadline of submission of tender.

Date _____

Tender No: KPL/OP/95.33/A/2024-2026 - “Service Contract for Operating the RO Plant in the Admin building, STP and WSP in the new CISF Barracks”

To

Dy.General Manager (Civil),
Kamarajar Port Limited,
Port Administrative office building,
Vallur Post, Chennai – 600 120.

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/OP/95.33/A/2024-2026.
- (c) Our tender shall be valid for the period of 120 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 in accordance with any extension of bid validity.
- (d) If our tender is accepted, we commit to submit a performance guarantee in accordance with Clause-10 for the due performance for the contract.
- (e) We, including any subcontractors or contractors for any part of the contract, (Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, , and the nationality each subcontractor and contractor).
- (f) We have no conflict of interest with the ITB
- (g) Our firm, its affiliates or subsidiaries-including any subcontractors or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB**,

(h) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB**, and as per specimen form the purpose.

(i) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

(j) We also make specific note clauses of **(ITB, Clauses)** under which the contract is governed.

(k) In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.

(l) We understand that the communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

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)

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 FOUR.

BETWEEN

1. The Kamarajar Port Limited, an Autonomous Body of the Ministry of Shipping of the 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”) and

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: **KPL/OP/95.33/A/2024-2026** for execution of “**Service Contract for Operating the RO Plant in the Admin building, STP and WSP in the new CISF Barracks**”. viz. and has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(i.e.) [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) Notice inviting tender;
 - (f) Replies issued to the pre-bid queries, addenda is any issued [Numbers and dates];
 - (g) The contractor’s Bid and original price and Delivery schedules;
 - (h) The Employer/Board’s Notification of Award;
 - (i) [Correspondence the Employer/Board had exchanged with the bidder till and after award of contract [specific letters and dates]
 - (j) 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 witnessed 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 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

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

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.

Responsibilities of Contractor

The contractor shall comply with all the provisions of the minimum wages act, 1948, Contract labour (Regulation and abolition) act, 1970 and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time by Central / State Governments.

Notwithstanding the above, any other Act / Law / Circular / Notice issued by Government of India / Tamil Nadu / Local Bodies will govern.

PRICE BID/BILL OF QUANTITIES (To be uploaded in GeM Portal)

**Service Contract for Operating the RO Water plant in the Port Admin building, Sewage Treatment Plant (STP) and Water Softener Plant (WSP) in the new CISF Barracks
(The bidder has to quote the Percentage of Service Charge and the Corresponding Amount as arrived in the BoQ Excel Sheet uploaded)**

| S.No | Description | Unit | Qty | Rate | Amount | Remarks |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----|------|--------------------|------------------------------|
| A | Engaging Manpower for Operating the RO water plant in the Admin building, STP & WSP in the New CISF Barracks | | | | | |
| 1 | Engaging Manpower for Operating the RO Water Plant in the Port Admin building (1 Shift - General Shift) (Rs.637/- Basic + Rs.311 DA) | Days | 26 | 948 | 24,648 | Engaging Manpower (1 Shift) |
| 2 | Engaging Manpower (3 Shifts) - Skilled for Sewage Treatment Plant (STP) & for Water Softener Plant (WSP) (Rs.637/- Basic + Rs.311 DA) | Days | 78 | 948 | 73,944 | Engaging Manpower (3 Shifts) |
| 3 | Engaging Manpower - Reliever for the above manpower - Skilled (Rs.637/- Basic + Rs.311 DA) | Days | 26 | 948 | 24,648 | Engaging Manpower Reliever |
| | Employer EPF 12 % of Basic + DA | | | | 14,788,80 | |
| | Bonus 8.33 % of Basic + DA | | | | 10,265.89 | |
| | Total Amount for Engaging Manpower (Month) | | | | 1,48,294.69 | A |
| B | CONSUMABLES | | | | | |
| 1 | For operating and Maintaining the 200 LPH RO water plant in the Port Admin building | | | | | |
| a | AntiScalant - 5020 | Litre / Month | 5 | 378 | 1,890 | |
| b | Disinfectant - 4010 | Litre / Month | 2 | 50 | 100 | |
| c | 10 inch Jumbo Cartridge | Litre / Month | 3 | 1132 | 3,396 | |
| | Total | | | | 5,386 | |
| 2 | For operating and Maintaining Sewage Treatment Plant (STP) and Water Softener Plant (WSP) in the New CISF Barracks. | | | | | |
| a | Sewage Treatment Plant Sodium hypochlorite (NaOCl) Bio Culture, Di Ammonium Phosphate (DAP), Urea CO(NH ₂) | LS Per Month (30 days) | 1 | 7000 | 7,000 | |
| b | Water Softener Plant Sodium chloride (NaCl) (100 Kgs per month) | LS Per Month (30 days) | 1 | 6000 | 6,000 | |
| c | Providing Chlorination to the treated water of RO Plant (on weekly basis as per the standard dosage or as directed by KPL) | LS Per Month (30 days) | 1 | 5000 | 5,000 | |
| | Total | | | | 18,000 | |
| | Total Amount for Consumables (Month) | | | | 23,386 | B |

| C | OPERATING ACCESSORIES | | | | | |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|-----------|--------------------|----------|
| 1 | Operating Accessories for the 200 LPH RO water plant in the Port Admin building (Note: The Membrane and Media filter will be changed at frequent intervals depending on the age of RO Plant, hardness of source water etc. whenever required) | | | | | |
| a | Membrane | Nos | 4 | 28,750.00 | 1,15,000.00 | |
| b | Media (Media Filter with Service) | Nos | 4 | 28,175.00 | 1,12,700.00 | |
| | Total | | | | 2,27,700.00 | |
| | Total(Monthly) | | | | 9,487.50 | |
| 2 | Operating Accessories for the STP (Sewage Treatment Plant) | | | | | |
| a | Changing of Engine oil for Air blowers | Litres | 3 | 625 | 1,875.00 | |
| b | Air Blower Belt | Nos | 4 | 900 | 3,600.00 | |
| c | Greasing the Pump and mechanical parts | Kg | 3 | 250 | 750.00 | |
| d | MCB, Conduit Relay and electrical consumables (Whenever required to be carried out with the approval of KPL) | LS | 1 | 2500 | 2,500.00 | |
| | Total(Monthly) | | | | 8,725.00 | |
| | Total Amount for Operating Accessories (Month) | | | | 18,212.50 | C |
| D | CLEANING SERVICES (For STP) | | | | | |
| | Cleaning the collection tank and other tanks, drain Chambers, pipeline connecting septic tank, removal of sludge by mechanical means as per the OEM/OES specification or as directed at the site. (The frequency is Once in 12 Months or as and when directed by KPL. Totally 2 Services in 24 Months) @ Rs.17,500/- per service. | | | | | |
| | Cleaning Services | Nos | 2 | 17,500.00 | 35,000.00 | |
| | Total | | | | 35,000.00 | |
| | Total Amount for Cleaning Services (Month) | | | | 1,458.33 | D |
| 1 | Engaging Manpower for Operating the RO water plant in the Admin building, STP & WSP in the New CISF Barracks | | | | 1,48,294.69 | A |
| 2 | Consumables for Operating the RO water plant in the Admin building, STP & WSP in the New CISF Barracks | | | | 23,386.00 | B |
| 3 | Operating for Operating the RO water plant in the Admin building, STP & WSP in the New CISF Barracks | | | | 18,212.50 | C |
| 4 | Cleaning Services for Operating the STP in the New CISF Barracks | | | | 1,458.33 | D |
| | SUB-TOTAL (FOR ONE MONTH - EXCLUDING GST) | | | | 1,91,351.53 | |

| | | | |
|--|----------------------------------------------------------------------------------------------------|----------------------------------------------|--|
| | ESTIMATED AMOUNT FOR OPERATING THE RO, STP & WSP FOR 24 MONTH - (INCLUDING GST) | 54,19,075.20 | |
| | PERCENTAGE OF SERVICE CHARGE (PERCENTAGE EXCESS / LESS TO BE QUOTED BY THE BIDDER) | Bidder To quote in GeM Portal | |
| | QUOTED AMOUNT FOR OPERATING THE RO, STP & WSP FOR 24 MONTH - (INCLUDING GST) | | |

Note:

1. The bidder has to quote the percentage against the Estimated Amount of KPL in the Gem Portal in the Excel Sheet.
2. The Percentage to be quoted by the bidder in the BoQ (Bill of Quantities) should be greater than “zero”. ***The % (Percentage) of service charges quoted by the bidder shall be fixed for the duration of the entire Contract period of 24 months.***
3. The Values in the other Cells should not entered by the bidder. If found that any of the value of the Cell is changed, the quoted percentage will not be accepted and the bid stands cancelled.
4. In one or more bidders have quoted the similar percentage, the KPL Reserves the right to proceed to Reverse Auction.

**Dy.General Manager (Civil)
Kamarajar Port Limited**

TAX INVOICE FORMAT

(The Contractor should submit the tax invoice (monthly) in the following prescribed format for the service rendered for each month)

| S.No | Description | Amount (in Rs. P.) |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1 | Reimbursement of wages paid to the Manpower engaged. <i>(A copy of the Attendance Register of the Man power engaged, Copy of the Salary Slip and bank Statement must be attached).</i> | |
| 2 | Reimbursement of payment made to the manpower towards benefits as per the statutory compliances such as EPF, Bonus etc. <i>(A copy of the EPF Remittance of previous month, Bonus etc., must be attached).</i> | |
| 3 | Reimbursement of the consumables used <i>(A copy of the original bill of the consumables purchased along with entry passes and consumption register must be attached.)</i> | |
| a | <i>For operating and Maintaining the 200 LPH RO water plant in the Port Admin building</i> | |
| b | <i>For operating and Maintaining Sewage Treatment Plant (STP) and Water Softner Plant (WSP) in the New CISF Barracks.</i> | |
| c | <i>Providing Chlorination to the treated water of RO Plant (on weekly basis as per the standard dosage or as directed by KPL)</i> | |
| 4 | Reimbursement of the Operating Accessories used <i>(Note: The Membrane and Media filter will be changed at frequent intervals depending on the age of RO Plant, hardness of source water etc. whenever required.)</i> | |
| a | <i>Operating Accessories for the 200 LPH RO water plant in the Port Admin building</i> | |
| b | <i>Operating Accessories for the STP (Sewage Treatment Plant)</i> | |
| 5 | Cleaning Services (For Sewage Treatment Plant) <i>(The frequency is Once in 12 Months or as and when directed by KPL)</i> | |
| 6 | Sub-Total (1 + 2 + 3 + 4 + 5) | |
| 7 | Service Charge of the Contractor for payment of Wages & Statutory compliances, Consumables, Operating Accessories, Cleaning Services etc., for operating the RO, STP and WSP Plants <i>(i.e. the amount corresponding to the percentage of service charge quoted in the BOQ for rendering the above services)</i> | |
| 8 | Applicable GST for the Service Charge (i.e. for S.No.7) <i>(As applicable as per income tax act / relevant act with last Circular / Notification, if any)</i> | |
| | Gross Amount (6 + 7 + 8) | |

The KPL's approved rate for "Consumable", "Operating Accessories", Cleaning Services are fixed throughout the Contract.

Signature of the Contractor with Seal