



KAMARAJAR PORT LIMITED

(Formerly known as Ennore Port Limited)

(A Government of India Undertaking)

Vallur (Post),
Chennai- 600 120.

Tender No.:KPL/OP/ELE/07/2019

**Tender for “Repair of LT Air Circuit Breaker and 11KV Vacuum circuit
Breaker at Kamarajar Port”**

VOLUME – 1

TECHNICAL BID

Due date of submission: 1500 hrs on 03/01/2020

Date & Time of Opening: 1530 hrs on 03/01/2020

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Kamarajar Port Limited
(A Mini Ratna Govt. of India undertaking)

NOTICE INVITING TENDER

Tenders are invited in two cover system from experienced contractors for the work of **“Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port”**. For more details visit Port Website: www.ennoreport.gov.in or contact Deputy General Manager (Civil) at 044-27950030.

Kamarajar Port Limited
(A Mini Ratna Government of India Undertaking)
Vallur(Post), Chennai - 600 120.

1. TENDER NOTICE

TENDER NO. : KPL/OP/ELE/07/2019

1.0 NOTICE INVITING TENDER FOR “Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port” for the estimated cost of **Rs 1,99,321/- plus applicable GST.**

1.1 OBJECTIVE

Kamarajar Port Limited invites Sealed Tenders in two cover Format from experienced contractors for the work of **“Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port”**.

1.2 MINIMUM ELIGIBLE CRITERIA

The bidder shall have

1. Having valid GST No.
2. The bidder shall have minimum valid contractor’s license – Grade A (Form EA) issued by Tamilnadu Government Electrical Licensing Board. The above said license issued by other state shall be summarily rejected.
3. Average annual Financial turnover of the firm during the last three Financial years (2016-2017, 2017-2018 & 2018-2019) should not be less than the amount of **Rs. 60,000/-**.
4. Bidder having experience of completed similar works during last 7 years ending March - 2019 are as follows (Enclose the work order copy and completion certificate as proof).

- a). Three similar completed works each costing not less than the amount of Rs.79,729 /-.

OR

- b). Two similar completed works each costing not less than the amount of Rs.99,661/-.

OR

- c). One similar completed work costing not less than the amount of Rs. 1,59,457/-.

“Similar Work” means “Having experience in the field of Supply & Installation of various capacity LT & HT circuit breakers / Installation of various types of various capacity LT & HT circuit breakers / Repair or Servicing of various capacity LT & HT circuit breakers” in Ports or in similar industries or any Central/ State Government or Central/ State Public Sector undertakings/ Multi National company / Public limited company/ Private limited companies/Commercial complex/ Institutions/ Hospitals etc.

Note: If the tenderer submits work orders containing combination of different works then the relevant portion of the order. (i.e) order value related to the similar works only will be taken for evaluation purpose of the “Eligibility Criteria” **The bidders should enclose the work order and completion certificate and other valid documents as mentioned above to substantiate their eligibility criteria and income tax returns along with profit and loss account statement and financial statement for substantiate the financial turnover. Otherwise, the bid will be summarily rejected**

1. Sub-contractors experience and resources shall not be taken into account in determining the bidder’s compliance with the qualifying criteria.
2. Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

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

1.3 EARNEST MONEY DEPOSIT

The bidder shall have to pay the Earnest Money Deposit of **Rs. 4,000** /- in the form of Demand Draft drawn in favor of “Kamarajar Port Limited” payable at Chennai and enclose the same along with the Tender otherwise the tenders shall be summarily rejected. **The firms registered with NSIC/MSME will be exempted from payment of EMD. The NSIC/MSME firms should also register in TReDS portal.**

1.4 VALIDITY

The tender shall be valid for a period of **120 Days** from the last date for submission of the tender

1.5 TENDER DOCUMENT COST

The bidder shall have to pay the Tender Document cost of **Rs. 1,180/- (inclusive of 18% GST (Non refundable))** by Demand Draft drawn in favor of “Kamarajar Port Limited” payable at Chennai and enclose the same along with the Tender otherwise the tenders shall be summarily rejected. **The firms registered with NSIC/MSME will be exempted from payment of Tender Document Cost. The NSIC/MSME firms should also register in TReDS portal.**

1.6 SUBMISSION

The Tender shall be submitted in two cover format as hand delivery to reach the Office of **THE DEPUTY GENERAL MANAGER (Civil), Vallur (Post), Chennai-600 120 up to 1500 hrs on or before 03/01/2020.**

1.7 PRE-BID MEETING

The KPL will hold a pre-bid meeting which will take place at Kamarajar Port Limited, vallur(Post), Chennai-600 120 in order to clarify and discuss the issues at 1500hrs on 17.12.2019. Any request or clarifications in writing must be sent to The Deputy General Manager (C) in the Port Administrative Office, Vallur Post, Chennai - 600 120. Tel No: 044-2795 0030 on or before 16.12.2019.

1.8 OPENING DATE

The Tender will be opened in the presence of authorized representatives of the bidding firms at **1530 hrs on 03/01/2020** in the **Kamarajar Port Limited, Vallur (Post), Chennai-600 120**

1.9 CHANGES / UPDATION

Any changes and updations in the tender document will be notified to those have received the tender document.

1.10 CLARIFICATION / INFORMATION

Any clarification / Information can be obtained from Assistant Manager (Elect.) at the Port Office / Ph: No. 044-27950030.

1.11 It is the responsibility of the contractor to inspect the site before submission of tender documents to know the full implication of the contract.

DEPUTY GENERAL MANAGER (Civil)

2. GENERAL INFORMATION

2.1. Location and Connectivity

Kamarajar Port is located at a distance of 20 kms north of Chennai Port on the east coast of India. It is located adjacent to North Chennai power station of TamilNadu Electricity Board. The Port can be reached from Chennai City by road up to Manali by Manali oil refinery road or inner ring road and then through TTP road-NCTPS road- Port access road. The nearest railway station is Athipattu and Athipattu Pudunagar on the Chennai-Gudur section of railway.

2.2. Present Tender

The present limited Tender is for “**Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port**”.

3. INSTRUCTIONS TO TENDERERS

3.1 Sealed tenders are invited by Kamarajar Port Limited (KPL) in **TWO** Cover Format from the Contractors having experience in the field of **“Supply & Installation of various capacity LT & HT circuit breakers / Installation of various types of various capacity LT & HT circuit breakers / Repair or Servicing of various capacity LT & HT circuit breakers”** in Ports or in similar industries or any Central/ State Government or Central/ State Public Sector undertakings/ Multi National company / Public limited company/ Private limited companies/Commercial complex/ Institutions/ Hospitals etc.”. They should enclose the copy of work order and completion certificate of the work done.

3.2 The tenders should be accompanied by Earnest Money Deposit (EMD) for a sum of **Rs.4,000/-** in the form of Demand Draft drawn in favour of **“Kamarajar Port Limited”** on any nationalized / scheduled bank payable at Chennai. Any tender received without EMD will be summarily rejected. The EMD of the unsuccessful tenderers will be refunded within a period of four weeks from the date of issue of work order to the successful tenderer. The EMD of the successful tenderer will be refunded after submission of Security deposit and agreement by the successful tenderer. No interest will be allowed on the EMD amount from the date of its receipt until its refund. **The firms registered with NSIC/MSME will be exempted from payment of EMD. The NSIC/MSME firms should also register in TReDS portal.**

The EMD will be forfeited in the following cases:

- a). If the tenderer withdraws the tender after opening; and
- b). If the successful tenderer fails to submit the Security cum Performance Guarantee within 15 days from the date of issue of Work order.

3.3 KPL shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the Tender. The meeting shall be held on 17/12/2019 at 1500 hours at Port Administrative Office, Vallur Post, Chennai - 600 120. Attendance of the Tenderers at the pre-bid meeting is not mandatory. Tenderers are advised to formulate their queries and forward it to KPL on or before 16/12/2019 indicating their intention to attend the meeting. During the pre-bid meeting, the queries received in advance would, in the first instance, be clarified, and followed by those raised at the meeting. KPL's response would be provided to all the Tenderers in the form of an Addendum.

3.4 The tenderer shall quote his rate for each item of work in the Schedule of Quantities (Price Bid) both in figures and in words and also fill up the amount column without any omission. **The rate quoted shall be basic rate except GST. The GST will be reimbursed by KPL on production of remittance only on the 25th day of subsequent month provided such duties in regards to the deduction of such taxes at source and applicable law.** Any new taxes, levies, duties after signing the contract shall be reimbursed by the employer on production of documentary evidence. The rates and prices quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. No escalation what so ever is not allowed.

3.5 Each page of the Tender shall be signed by the authorized signatory of the Tenderers. Any tender-bid submitted without the Tenderer's authorized signatory's signature on all pages or not properly filled-in with the relevant details or otherwise incomplete shall be considered as incomplete and shall be liable to be rejected.

3.6 The completed tenders shall be submitted in **two** sealed envelope Superscripted as “**Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port**”.

3.6.1 COVER-1- Technical bid

3.6.2 COVER-2 – Price bid

The tenderers shall seal the Technical – Bid (Cover-1) and Price-Bid (Cover-2) in separate envelopes duly marking the envelopes as “cover-1-Technical Bid” and “cover-2-Price Bid”. The two envelopes along with the covering letter, EMD and Tender document cost shall then be sealed in an outer envelope. Each envelope shall contain the following:

3.6.1 Outer Envelope

- (a) Covering Letter;
- (b) Earnest Money Deposit;
- (c) Tender Document Cost
- (d) Sealed Cover –1; and
- (e) Sealed Cover – 2.

3.6.2 Cover–1 – Technical Bid

- (a) The Original Tender Document issued by port duly filled in all the blank spaces (if any) and signed on each page with tenderer’s official stamp.**(Except price schedule)**
- (b) Audited financial status as per annexure 3.2.
- (c) Proof for the work executed as per the eligibility criteria clause.
- (d) Form of Tender duly signed as per section 6.
- (e) Other documents (if any) as per tender document.

Cover –2 – Price Bid

Duly filled in

1. PRICE SCHEDULE

(The Price shall be quoted both in figures and words).

3.7 The sealed cover shall be addressed to:

**THE DEPUTY GENERAL MANAGER (Civil),
Kamarajar Port Limited,
Vallur (Post),
Chennai - 600 120.**

3.8 All communications with regard to this tender to be addressed to the above address only.

3.9 The completed tenders should be submitted before **15.00 hrs on 03/01/2020** at the above address

3.10 The KPL, in exceptional circumstances, and its sole discretion, may extend the tender due date by issuing a corrigendum.

3.11 Any tender received by KPL after **15.00 hrs on 03/01/2020** will be returned unopened to the tenderer.

3.12 The offer will remain valid for a period of 120 days from the date of opening of tender. If required, the validity shall be extended for further period by mutual consent.

3.13 The technical bid of the tenders will be opened in the presence of the representatives of the tenderers who choose to attend the tender opening at **15.30 hrs 03/01/2020** in the **Kamarajar Port Limited, Vallur (Post), Chennai-600 120**. The Tenderers' names and any such other details, as KPL may consider appropriate, will be announced by KPL at the time of opening of the outer envelope and Cover-1 (Technical Bid). In the event of any Tender-bid being submitted without enclosing the EMD in the outer envelope, the Tender-bid shall be rejected and Covers-1 and 2 of the Tender-bid shall be returned unopened to the Tenderer.

3.14 The Price-Bids of only such of those Tenderers who become eligible after the evaluation of Technical-Bids shall be opened at a later date. The time and date of opening of Price-Bids shall be informed to the eligible Tenderers by giving notice in advance.

3.15 Prior to the evaluation of Tender-bids, KPL will determine whether each Tender-bid is responsive to the requirements of the Tender-documents. A Tender-bid shall be considered responsive only if;

- (a) it is received within the stipulated time and date;
- (b) it is signed, sealed and correctly addressed;
- (c) it contains all information and documents as required;
- (d) it provides the information in reasonable detail (‘reasonable detail’ shall be deemed to mean that information which but for minor deviations, can be reviewed and evaluated by KPL without any further communication to the Tenderer). KPL reserves the right to determine whether the information, sought-for has been furnished with reasonable detail and KPL’s decision in this regard shall be final and binding on the Tenderers.

3.16 The names of the eligible Tenderers and such other details, as KPL may consider appropriate, would be read out by KPL at the time of opening of the Price Bids (Cover –2).

3.17 The evaluation of the responsive tender-bids shall be carried out by KPL taking into consideration all relevant factors such as but not limited to organizational set-up of the Tenderer, the qualification and experience, relevant experience of the Tenderer in carrying out similar works and financial soundness of the Tenderer. KPL may utilize the services of a Consultant or Advisor, if considered necessary, to assist in the examination, evaluation and comparison of the Tender-bids.

3.18 KPL reserves the right to reject any Tender-bid which in its opinion is non-responsive. No request for alteration, modification, substitution or withdrawal of anyone or more of the tender conditions shall be entertained by KPL in respect of this Tender Notifications.

3.19 To assist in the process of evaluation of tenders, KPL may at its discretion, ask any Tenderer for clarification on any related matters. The request for clarification and the reply shall be in writing or by facsimile.

3.20 KPL may, at its discretion, accept the lowest evaluated eligible Tender-bid provided all other criteria that are required to be met under the tender conditions have been complied with by the Tenderer.

3.21 KPL reserves the right to accept or reject any or all of the Tender-bids or to annul the tender process without assigning any reason whatsoever at any time prior to the acceptance of the tender without any liability for such action. KPL also reserves its rights at its discretion to amend the requirements and conditions as set out in this Tender-document. KPL may at its discretion cancel or withdraw this Tender Notification without assigning any reasons whatsoever.

3.22 KPL will inform the Tenderer whose bid has been accepted (“Successful Tenderer) by facsimile and/or by Registered Post Acknowledgement Due / by courier (“Letter of Acceptance”).

3.23 Within 15 days from the date of issue of work order, the successful tenderer shall furnish a security deposit in the form of DD for a value of 10 % of the total contract price for the due fulfillment of the contract.

3.24 The Security Deposit will be released by KPL after successful completion of the Defect Liability Period. **The Defect Liability Period shall be 12 months from the date of completion of work.**

3.25 The Successful Tenderers shall enter into an agreement in the form as prescribed in Section-7, within a period of 15 days from the date of issue of the LOA.

3.26 The failure of the Successful Tenderer to comply with the requirements of Clauses 3.23 and 3.25 shall constitute sufficient grounds for the annulment of the award of the Tender to it and shall also result in the forfeiture of the EMD by KPL. KPL may, at its discretion, thereafter accept the next suitable offer. Conditional offers shall be rejected by KPL and shall also result in the forfeiture of the EMD by KPL

3.27 KPL shall refund the EMD of the unsuccessful Tenderers on suo motto basis without any application from tenderers. The EMD of the successful tenderer shall be refund after submission of Security Deposit and signing of agreement.

3.28 The Tender procedure manual and works manual July-2014 of KPL available in KPL website also be referred and become part of tender document. The General Financial Rules-2017 and the two manuals viz. Procurement of Goods 2017 and Procurement of Consultancy and other services 2017 issued by Government of India also be referred and become part of tender document.

DEPUTY GENERAL MANAGER (Civil)

ANNEXURE – 3.1

STATEMENT OF WORKS EXECUTED/ON HAND

The information shall be provided by the Tenderer in the format indicated below for each work:

- A. Works executed during the last seven years.

- B. Works on hand.

FORMAT

1. Name of the work and the narrative description.

2. Name of the Client.

3. Value of the Contract.

4. Period of Contract.

5. Whether the erection work was completed satisfactorily throughout the Contract period. (Copies of work orders and certificates obtained from the clients in proof of satisfactory performance shall be attached.)

TENDERER

ANNEXURE 3.2

FINANCIAL STATUS

1. Turn-over of the Tenderer during the last 3 years (Year wise)

Year	Turn-over (Rs. In lakhs)
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2016-2017

2017-2018

2018-2019

(The audited financial statement duly attested by the Tenderer's Chartered Accountant, shall be attached)

TENDERER

4. SCOPE OF THE WORK

Scope of Work

The scope of work covered in this tender includes “**Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port**” as per the following specifications and key features.

Technical Specification

1. Supply of pole housing casting block suitable 11KV VCB (Make: Megawin, Capacity: 12KV, 630Amps.) as per latest IS and as per site requirement.
2. Supply of Potential Transformer Fuse suitable 11KV VCB (Model: 12V TF 17, Capacity: 12KV, 2Amps.) as per latest IS and as per site requirement.
3. Supply of Auxilary contact with combination of 1NO+1NC suitable for LT ACB (Rating:1250A, Make:Legrand ACB) as per latest IS and as per site requirement.
4. Supply of Door Rubber beading suitable for 11KV VCB, Type: CN-CS Power model as per latest IS and as per site requirement.
5. Supply of 110V Power Pack with DC output voltage=110V, 50 watts (Non stored) suitable for 11KV VCB (Make:Bharani) as per latest IS and as per site requirement.
6. Supply of Under Voltage Coil suitable for LT ACB (Rating: 1250A, Make:Legrand) as per latest IS and as per site requirement.
7. Supply of Interlock Assembly with all accessories suitable for LT ACB, (Make:C&S, Rating:630Amps) as per latest IS and as per site requirement.
8. Supply of 11KV Rubber Mat with 2.5mm thick and size of 2*1meter as per latest IS.
9. Supply of LT Rubber Mat (3.3KV) with 2.5mm thick and size of 2*1 meter as per latest IS.
10. Instalation and commissioning of the above said items from Sl.No. 1 to 9 as per latest IS and as per site requirement.

Any other works required to complete the work successfully shall be done by the contractor at their cost.

5. GENERAL CONDITIONS OF CONTRACT

5.1 Definitions and Interpretations.

In the Contract (as hereinafter defined), the following expressions shall have the meanings herein assigned to them except where the context otherwise requires: -

- I. ‘Board’ means the Board of Directors of Kamarajar Port Limited incorporated under Company’s Act, 1956 (hereinafter referred to as KPL).
- II. ‘Chairman-cum-Managing Director’ means the Chairman of the Board of Directors of KPL (hereinafter referred to as CMD).
- III. ‘Director (O)’ means the Director for Operations of KPL.
- IV. ‘Contract’ means the general and special conditions, price schedule, drawings, priced bill of quantities, tender documents and Contract agreement.
- V. ‘Contractor’ means the person or persons, firm or company whose tender has been accepted by KPL.
- VI. ‘Contract Price’ means the amount quoted in the tender subject to such conditions thereto or deductions there from as may be made in the provisions hereinafter contained.
- VII. ‘Premises’ means the lands and the other places on/under/in/of under the control of KPL
- VIII. ‘Work’ means the maintenance work to be performed by the Contractor in accordance with the terms and conditions of the Contract under the relevant schedules.

5.2 General Conditions

5.2.1 The Contract:

The Contractor shall perform the work under this Contract in accordance with the Terms and Conditions as set-forth in the Tender-documents.

5.2.2 Period of Contract:

The Period of Contract shall be 02 months commencing from the date of issue of work order.

5.2.3 Man-Power:

The works covered under the Scope of this Tender shall be carried out by qualified and experienced personnel holding the specified Competency Certificates.

5.2.4 Mode of Payment.

The 100% payment will be released by KPL after satisfactory completion and acceptance of work by KPL and on production of invoice.

5.2.5 Undertakings of Contractor:

The Contractor shall pay all taxes including cess, duties, fees, levies and other charges excluding GST imposed by law or by any other statutory or legal authority in respect of its contractual obligations that are required to be performed under the Contract. The Contractor shall comply with all applicable statutory requirements under law and shall be liable to compensate KPL for all legal consequences that may be fastened on KPL consequent to any infringement of any of the Contractor’s contractual and/or statutory obligations.

5.2.6 Resolution of Disputes

5.2.6.1. Any dispute or difference or claim of any kind whatsoever between KPL and the Contractor arising in connection with or out of this Contract; its execution - whether during the execution of Contract or upon expiry; or whether before/after the determination, abandonment or breach of Contract (“the Dispute”) shall in the first instance be amicably resolved through good faith negotiations between the Parties within a period of 30 days from the date of service of notice on the other Party regarding such Dispute.

5.2.6.2. In the event of failure of such good faith negotiations, the Dispute shall be referred to the Chairman-cum-Managing Director, KPL for settlement.

5.2.6.3. If the said Dispute still remains unresolved for a period of 30 days from the date of such reference, the said Dispute shall be referred for arbitration to an Arbitral Tribunal in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under (“the Act”). Any amendment or modification to the Act shall deem to be incorporated in the Contract and be applicable from the date notified.

5.2.6.4. The Arbitral Tribunal shall comprise 3 members. The Parties herein shall each nominate an Arbitrator and the said Arbitrators shall thereupon nominate the Presiding Arbitrator. The Contractor shall, notwithstanding any Dispute between it and KPL or the pendency of any Dispute with the Arbitral Tribunal shall continue to discharge its obligations under the Contract. The pendency of any Dispute or reference to arbitration shall not be a ground or an excuse for its failure to discharge its contractual obligations during the tenure of the Contract

5.2.6.5. The venue of the arbitral proceedings shall be Chennai. The courts in Chennai shall have exclusive jurisdiction to decide all Disputes arising out of or under this Contract.

5.2.7 Suspension:

5.2.7.1. Should any of the following events occur and/or continue, KPL may, by a written-notice to the Contractor, suspend either in whole or in part, payments that are to accrue to the Contractor under the Contract:

5.2.7.2. A default shall deemed to have occurred on the Contractor’s part in the execution of the Contract in the event of the Contractor’s failure to perform or if the Contractor commits a breach of the terms contained in the tender.

5.2.7.3. Any other situation that has arisen which, in the reasonable opinion of KPL, interferes or threatens to interfere-with the successful execution of the services or achieves the purpose for which this Contract has been executed.

5.2.8 Termination of the Contract by KPL:

5.2.8.1. 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.

5.2.8.2. 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.

5.2.9 Termination Procedure

5.2.9.1. Upon receipt of notice of termination, the Contractor shall forthwith vacate KPL's premises by handing over vacant possession of the premises, installations and equipments to KPL's authorized representative in good working order and condition.

5.2.9.2. In the event of any damage to KPL's premises, installations or equipments reasonably assessed by KPL at the time of such termination, the Contractor shall be liable to pay the value of the damages so assessed by KPL. KPL shall also be entitled to deduct the said sum out of any sum accruing to the Contractor under this Agreement.

5.2.10. 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.

5.2.11 Accident, Damage or Injury and Reporting:

5.2.11.1. 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.

5.2.11.2. 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.

5.2.11.3 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 policy shall remain in full force and effect until the expiry of the contract. A copy of the said insurance policy shall be furnished to KPL.

5.2.11.4 The Contractor shall provide **CAR insurance Policy**, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defect Liability Period, for the contract value stated in the LOA for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.
- (e) loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable

5.2.12 Regulatory Measures:

5.2.12.1. The Contractor shall not house any of its employees within KPL's Premises. The Contractor shall not erect any structure even of a temporary nature for any other purpose whatsoever on KPL's premises except on securing the prior written permission of KPL. Even such construction erected after due permission from KPL shall be removed by the Contractor whenever called upon to do so by KPL. The Contractor shall not be liable to be compensated either for the construction or removal of the said superstructure(s).

5.2.12.2. Only vehicles which carry vehicle permits issued by KPL shall be allowed inside KPL's premises.

5.2.12.3. Admission of the Contractor's employees into KPL'S Premises shall be regulated by passes (“Pass”). The Contractor shall notify KPL in writing of the number of persons who would be required for performance of its contractual obligations under this Contract. KPL, on being convinced of the genuineness of the Contractor's request, shall issue Passes to enable the entry of only that many of the Contractor's employees into KPL's Premises. The Contractor shall surrender the Passes within 48 hours on expiry or termination of the Contract, whichever is earlier. Failure of the Contractor to return all the Passes shall entail a penalty of Rs.200 /- per Pass plus such other charges as may be levied by KPL at its discretion. In the event of dismissal of an employee of the Contractor under the terms of this Contract, the Contractor shall forthwith surrender the dismissed employee's pass to KPL. Only on the said dismissed employee being replaced by the Contractor in accordance with this Contract would the Contractor be entitled for a Pass from KPL. Should the Contractor at any point in time feel the need to employ more number of persons in order to effectively discharge its obligations under the terms hereof, KPL shall, at its discretion, issue additional passes on the same terms and conditions.

5.2.13 Clearance of the premises on completion of the Contract period:

On the completion of the work the Contractor shall clear away and remove from the site all constructional plant, temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the General Manager (Operation)

5.2.14 Removal of Contractor's employees

The Contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced, in their several trades and calling to the approval of the General Manager (Operation). The General Manager (Operation). shall be at liberty to object to and to require the Contractor to remove from the above works any persons employed by the Contractor in or about the execution of the works who in the opinion of the General Manager (Operation) misconduct himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the Deputy General Manager (Civil).

5.2.15. Penalty.

5.2.15.1 In the event of any default or non-availability of the Contractor's services, KPL after notifying the contractor reserves its right to deploy its own/third party personnel to carry-out the said work and the expenses incurred by KPL for carrying out such work shall be recovered/deducted by KPL from and out of the payments accruing to the Contractor under the terms of this Contract.

5.2.15.2. Any failure by the Contractor to carry out any of the works mentioned in the scope of work to KPL's satisfaction shall, at KPL's discretion, result in the forfeiture of Performance Security provided by the Contractor and termination of the Contract.

5.2.15.3. The Contractor shall be solely responsible for securing the insurance cover and for the payment of premiums for the said Insurance Policies covering

all its employees and personnel who are engaged in performing the obligations under this Contract.

5.2.15.4. The Contractor shall comply with the provisions contained in the Minimum Wages Act while effecting payments to its employees. The Contractor shall be solely liable and responsible for complying with all applicable labor laws including but not limited to Minimum Wages Act, Workmen’s Compensation Act, Provident Fund and E.S.I

5.2.15.5 The Contractor shall carry out all its obligations under this Contract only upon complying with all the safety regulations.

5.2.15.6 Notwithstanding anything hereinabove contained, the Contractor shall deemed to have inspected the premises and satisfied itself before submitting the Tender-bid, as to correctness and sufficiency of the tender conditions vis-à-vis the work that is required to be discharged under the terms of the Contract and of the price stated in the schedule so as to enable it to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The Contractor shall not be entitled to any escalation in price on any ground or reason whatsoever including but not limited to consequences arising due to change in any statutory provision.

5.2.16 Notices or Requests:

Any notice or request required or permitted to be given or made under this Contract shall be in writing and in English. Such notice or request shall deemed to have been duly given or made when it shall have been delivered by hand, mail or cable to the Party to which it is required to be given or made at such Party’s address specified below, or at such other address as either Party may specify in writing and acknowledged for due delivery.

5.2.17. Liquidated Damages

5.2.17A. In case of delay in completion of the contract, liquidated damages (L.D) will be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.

5.2.17.A(i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub clause 5.2.17.A.

5.2.17A(ii)The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

5.2.17A (iii)The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

5.2.17 A (iv)In the event of such termination of the contract as described in clauses 49.A(ii) or 49.A(iii) or both the owner shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

5.2.17.A (v) The ceiling of LD shall be 10% of the project cost in turnkey contracts. Lower limits for LDs should be clearly justified while formulating the contract. Each public sector undertaking/Ministry will take a considered view for adopting any deviations on LDs with necessary legal advice.

5.2.17.A (vi) In case part / portions of the work can be commissioned and port operates the portion for commercial purposes, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus GST.

5.3 SPECIAL CONDITIONS OF CONTRACT

5.3.1. 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.

5.3.2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor 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 Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer 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 in no case shall be treated as the employees of the Employer at any point of time.

KPL

For Kamarajar Port Limited
The Deputy General Manager (C)
Kamarajar Port Limited,
Port Administrative Office,
Vallur Post, Chennai-600 120.

Contractor

(Authorized Signatory)
Contractor

6. FORM OF TENDER

This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender.

To

The Deputy General Manager (Civil)
Kamarajar Port Limited,
Port Administrative Office,
Vallur Post,
Chennai-600 120.

Sir,

1. Being duly authorized to represent and act on behalf of hereinafter called “the tenderer” and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the above named work, we offer to execute the work covered under the “**Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port**” in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs(as mentioned in the price bid)
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our Tender is accepted, Within 15 days from the date of issue of work order, the successful tenderer shall furnish a security deposit in the form of DD for a Value of 10% of the contract price for the due fulfillment of the contract.

4. We agree to abide by this Tender for the period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and this tender shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of 120 days such extended period as may be mutually agreed upon, the Port shall be at liberty to forfeit the Earnest Money deposited by us.
5. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that the Kamarajar Port Limited reserves the right to,
 - I. Amend the scope of tender and value of contract under this work;
 - II. Reject or accept any tender including the lowest or
 - III. Cancel the tender process and reject all tenders received.
 - IV. We agree that the Kamarajar Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. We have furnished Earnest Money in the form of Demand Draft drawn onpayable at Chennai in favour of the Kamarajar Port Limited for the amount of **Rs. -/- (Rupees only)**. If our Tender is not accepted, the Earnest Money shall be returned to us on our application within the period as specified in the tender for the return of such EMD amount.

9. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

SIGNATURE.....

FOR AND ON BEHALF OF -----

.....

DATE.....

7. FORM OF AGREEMENT

STAMP PAPER
(VALUE
Rs.100)

AGREEMENT NO.....OF _____.

THIS AGREEMENT executed in Chennai this.....day of TWO THOUSAND AND_____.

Between

M/s. Kamarajar Port Limited, a Company incorporated under the Companies Act 1956 and represented by its Chairman-cum-Managing Director (hereinafter referred to as “KPL” which expression shall, unless excluded by or repugnant to the context, deemed to mean and include its executors, administrators, successors-in-interest and assigns) of the ONE PART

AND

..... (Hereinafter referred to as “the Contractor” which expression shall, unless excluded by or repugnant to the context, deemed to mean and include its executors, administrators, representatives, successors-in-interest and assigns) of the OTHER PART.

WHEREAS

- A. KPL is desirous of engaging a Contractor to perform the work inter alia **“Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port”**. hereinafter referred to as the ‘Said Work’)
- B. The Contractor has offered to carry out the Said Works for a period of three months and whereas KPL has accepted the tender-bid of the Contractor vide LOA No. _____ dated _____ for the value of Rs.-----; and
- C. The Contractor has furnished a sum of Rs. (Rupees) as Performance Security in the form of DD No.----- dated _____ for the due performance of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents for the work,(a signed document enclosed) inter alia, “**Repair of LT Air Circuit Breaker and 11KV Vacuum Circuit Breaker at Kamarajar Port**” shall deemed to form and be read and construed as part of this Agreement, viz.,

PART – I [KPL TENDER DOCUMENTS]

1. Tender Notice
2. General Information
3. Instructions to Tenderers
4. Scope of the Work.
5. Conditions of Contract
6. Form of Tender
7. Price Schedule
8. Form of Performance Guarantee
9. Form of Agreement

3. The following tender-bid documents submitted by the Contractor shall deem to form and shall be read and construed as Part – II of this Agreement.

PART – II [CONTRACTOR'S BID DOCUMENTS].

1. Covering letter
2. Document fee / Fee receipt
3. Earnest Money Deposit
4. Audited financial statement.
5. Form of Tender as per annexure
6. Details of works carried out during the last seven years.

4. The Contractor hereby covenants with KPL to execute and complete the Said Work in strict conformity in all respects with the provisions of the Agreement.

5. KPL hereby covenants to pay the Contract Price to the Contractor at the time and in the manner prescribed in the Tender as consideration for such completion of the Said Works.

IN WITNESS whereof the Parties hereunto have set their hands and seals on the day and year first written.

(Authorized Signatory)
Contractor

For KPL

in the presence of

Witness:

- 1.
- 2.

Enclosed: Signed Tender document.