KAMARAJAR PORT LIMITED

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

e- Procurement Mode

Tender No. 2026115131

Tender for
"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

Technical Bid

Due Date of Submission: 15.00hrs on 26.11.2026

Date & Time of opening: 15.30hrs on 27.11.2026

BID REFERENCE

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KAMARAJAR PORT LIMITED

ONLINE TENDER NO. 2026115131

TENDER FOR "REPLACEMENT OF DAMAGED CHAIN-LINK FENCING AT VARIOUS LOCATIONS IN KAMARAJAR PORT" THROUGH e-PROCUREMENT MODE ON PERCENTAGE RATE BASIS

PERIOD OF DOWNLOADING BIDDING DOCUMENT:	FROM: 05.11.2026 TO 26.11.2026
TIME & DATE OF PRE-BID MEETING:	NO PRE-BID MEETING.
START DATE & TIME OF ONLINE BID SUBMISSION:	05.11.2026 TIME 10.00 HOURS
LAST DATE & TIME FOR ONLINE SUBMISSION OF BID:	26.11.2026 TIME 15.00 HOURS
TIME & DATE OF OPENING OF TECHNICAL BID:	27.11.2026 TIME 15.30 HOURS
PLACE OF OPENING:	PORT ADMINISTRATIVE BUILDING, KAMARAJAR PORT LIMITED, VALLUR POST, CHENNAI - 600120.
TIME & DATE OF OPENING OF PRICE BID:	INTIMATED LATER

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

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

NOTICE INVITING TENDER (NIT)

Tender No. 2026115131

Name of Work: "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

1. Tenders are invited by Kamarajar Port Limited from reputed Contractors for executing the following works under the head ***"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"*** under single stage two cover system through **Percentage Rate Basis** at an estimated cost of **Rs 9,64,396/- excluding GST** ***through e-Procurement on website e-procure.gov.in.***

Description of work	Indicative value in INR	EMD/Bid Security Value in INR	Period of completion
"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"	**Rs 9,64,396/- excluding GST**	**Rs 19,300/-**	**03 months**

2. No tender document cost is proposed for the subject tender. The complete tender document, including the drawing, is available on the port website: www.ennoreport.gov.in / www.eprocure.gov.in. The bidder should sign the tender documents, including the drawing, and may submit their tender on or before the due date and time of submission in e-procurement mode only.
3. The Offer uploaded on www.eprocure.gov.in website without having the prescribed bidding document of KPL and/or without complying with the terms and conditions of the bidding document for submitting the offer will be ignored.
4. The original copy of EMD of Rs 19,300/- shall be submitted in the form of a Demand Draft / Bank Guarantee from any of the /Nationalized Bank / commercial bank in favour of "Kamarajar Port Limited" payable at Chennai.
5. The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal.
   5.1 The Earnest Money Deposit (EMD) should be reached to Kamarajar Port Limited on/before 15:00 Hrs. on due date of submission of the Tender with a cover letter indicating the Tender number, Name of work etc.
   5.2 The benefit of Exemption of EMD to all Micro and Small Enterprises (MSE) will be allowed. Tender shall upload with their offer, the proof of their being MSME registered with appropriate authorities specified by Ministry of MSME.
6. The offer (both Technical & Price) must be valid for a minimum of 90 (Ninety) days from the last date of submission of offer; otherwise, the offer shall be rejected as non-responsive.

7. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4 of instructions to Bidders. Bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
   a) Average annual financial turnover of the firm during the last three years ending 31.03.2026 should not be less than 30% of the estimated cost i.e not less than Rs 2,89,319/-
   b) Experience of having successfully completed the contracts involving similar works of value listed below during last 7 years ending last day of preceding month for tender invited should be either of the following: -
      i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. i.e should not be less than Rs 3,85,759/-, excluding GST

      OR

      ii) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost. i.e should not be less than Rs 4,82,198/-, excluding GST

      OR

      iii) One similar completed work each costing not less than the amount equal to 80% of the estimated cost. i.e not less than Rs 7,71,517/-, excluding GST

      Similar work means having experience in **Civil Engineering Works consisting of item of providing and fixing fencing works** in any Port / Central / State Govt. organization / Central PSU/State PSU.

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

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

   c) Documentary proof such as a copy of work order and completion certificate or a provisional experience certificate for the work for technical experience and audited Balance sheet, Profit and Loss Account statement for annual turnover for meeting all eligibility criteria shall be enclosed with the tender in original or copies notarized.

The price bids of those firms that do not meet the eligibility criteria shall be unopened.

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

i) PAN No. _____

ii) GST Reg No. _____

e) Bidder should have valid registration with Employees Provident Fund organization under 'EPF and Miscellaneous Provisions Act, 1952' and valid registration under Employee State Insurances.

a) EPF No. _____

b) ESI No._____

8. First preference shall be given to the lowest offer. The Employer do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in full or part or to reject any tender without assigning any reason there for.
9. The Employer/Board do not bind themselves to accept the lowest or any tender and reserves the right to accept any tender in part or to reject any tender without assigning any reason therefore.
10. The due date of submission of offers will be **26.11.2026** @ 1500 hrs, unless otherwise notified. In the event of changes in the schedules, Kamarajar Port, notifies the same through its website.
11. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

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

SECTION – 1

INSTRUCTIONS TO BIDDERS

(ITB)

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KAMARAJAR PORT LIMITED

SECTION 1: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 Kamarajar Port Limited, hereinafter termed "the Employer", invites bids for the **"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"** detailed in the table given in NIT. The bidders may submit bids for the works detailed in the table given in NIT.

The details of the works covered under this bid are as detailed below:

BoQ No - 1- Replacement of damaged Chain-link fencing at Electronic-Interlocking cabin near Railway Holding Yard-I (South of RUB)

i) Clearing scrub jungle including uprooting of vegetation, grass, brush wood, trees and saplings and removal of rubbish up to a distance of 1 km outside the periphery of the area cleared with all lead and lift, loading and unloading, hire charges of machinery and equipments, transportation charges, labour charges and all other incidental charges etc., complete as per standard technical, detailed specification and design and direction of the Engineer in-charge.

ii) Providing and laying in position cement concrete of nominal mix of 1:4:8 as base course.

iii) Providing and fixing precast cement concrete solid block of grade M-20, including hoisting and setting in position with cement mortar 1:3 including cost of required centering, shuttering complete.

iv) Drilling holes up to 10mm diameter in existing structural steel angle sections, channels, plates, or Y-fencing posts at any height or location, including layout marking, precise centre-punch alignment, hiring and operating heavy-duty power/magnetic core drilling machinery, cost of HSS drill bits, lubricants, coolants, electricity charges, clearing burrs, and all necessary safety arrangements complete as per the direction of the Engineer-in-Charge.

v) Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts, bolts and washers as required complete as per the direction of Engineer-in-charge.

vi) Providing and fixing concertina coil fencing with punched tape concertina coil 450 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall.

vii) Structural steel work for rectification of gate in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position etc. all complete.

viii) Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

ix) Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

x) Filling the gaps beneath the compound wall with available sand with the lead of 2KM…

BoQ No - 2- Providing Chain-link fencing around the Leading Light Tower (LLT) Near General Cargo Berth (GCB) -1 & 2 Inside the Port premises.

i) Earth work excavation in ordinary soil, sand, clay mixed with roots, small boulders, debris, rubbish etc. as existing at site of work for base wall for providing foundation for fencing post.

ii) Providing and laying plain cement concrete of mix1:4:8 in volumetric proportions for levelling course in foundations.

iii) Providing and placing in-situ cement concrete of mix 1:1.5:3 for fencing pedestal wall as per relevant specifications.

iv) Providing and fixing 30cm length, 16mm dia reinforcement by drilling the holes about depth of 15cm of dia 16mm in concrete at center-to-center distance of 2m for making bonding between old and new structure as per the instruction of site-In-charge including cost of reinforcement, cutting, fixing etc complete including contractor's Profit.

v) Centering and shuttering including strutting, propping etc. and removal of form work.

vi) Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts,bolts and washers as required complete as per the direction of Engineer-in-charge.

vii) Structural steel work for fabricating and fixing MS angle 75x75x6mm for fencing post & gates.

viii) Providing and fixing PVC coated galvanized steel barbed wire weighing 9.38 kgs per 100m (minimum), 2 ply with 4 points at a distance of 75 - 100 mm c/c as specified in the drawing and/ or as directed at site including placing the barbed wire in position including G.I binding wire tied to 6mm bar nibs fixed

while casting of the post as specified in the drawing and /or as directed at site including the cost of all materials , transportation , lead , lift, labour, tools, plant, equipment etc. complete.

ix) Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

x) Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

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

2. Source of Funds

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

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in **Clause No.4**

3.2 All bidders shall provide the forms as per section 2 & 7 and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Kamarajar Port for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of this work and any of its affiliates shall not be eligible to bid.

3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of minimum qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with Clause No. 33

4. Eligibility Criteria

4.1 a) Experience on similar works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.
b) Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

4.2 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2

a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder:
b) Total monetary value of constitution work performed for each of the last seven years;

c) Experience in works of a similar nature and size for each of the last seven years, details of works underway or contractually committed and Employers who may be contracted for further information on those contracts;

d) Reports on the financial standing of the Bidder, such as profit and loss statements, Balance Sheet and copy of Income Tax Return filed with IT Department for the past three years shall be certified by charter accountant. The document shall be in original or copies of notarized,

e) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputes amount;

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below

i) Average annual financial turnover of the firm during the last three years ending 31.03.2026 should not be less than 30% of the estimated cost i.e not less than Rs 2,89,319/-.

ii) Experience of having successfully completed the contracts involving similar works of value listed below during last 7 years ending last day of preceding month for tender invited should be either of the following: -

a)Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. i.e. not less than Rs 3,85,759/- excluding GST

OR

b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost. i.e. not less than Rs 4,82,198/- excluding GST

OR

c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost. i.e. not less than Rs 7,71,517/- excluding GST

Similar work means having experience in **Civil Engineering Works consisting of item of providing and fixing fencing works** in any Port / Central / State Govt. organization / Central PSU/State PSU.

The value of similar works completed by the bidder will be brought to the current cost level by enhancing the actual value of work with the

multiplication factor as detailed below for assessing the eligibility of the bidder under experience. The base year shall be taken as 2025-26.

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

(iii) Documentary proof such as a copy of the work order and completion certificate or a provisional experience certificate for the work for technical experience and audited Balance sheet, Profit and Loss Account statement for annual turnover for meeting all eligibility criteria shall be enclosed with the tender in original or copies notarized or self-attested.

The price bids of those firms that do not meet the eligibility criteria shall be unopened.

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

4.5 The bidder's Sub-Contractor experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.6 A firm that has been engaged by Port to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, subsidiary, JV partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier consultancy services) for the same project.

4.7 A firm determined non-performing by the Port shall not be eligible to bid during the period so determined.

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

i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures due to bankruptcy, and so on.
iii) On account of the currency of debarment by any Government agency.

4.9 The Technical bid submission should contain the following and shall be self-attested /Notary attested copy:

i) The prescribed bidding document of KPL.

ii) Forms as per section 2 & 7 of this tender document

iii) Bid security for an amount and in form as specified in NIT/Tender clauses.

iv) Power of attorney for signing of tender related documents

v) Qualification information and supporting documents

vi) Evidence of Registration of PAN, GST, ESI and EPF etc;

vii) Annual audited statements of turnover and financial data shall be certified by charter accountant. The document shall be in original or copies of notarized,

viii) Additional information regarding litigation, debarment, arbitration, and so on;

ix) Affidavit concerning the submission of bid and abiding by bid conditions.

x) Bidders' profile and Bank account details for refund of EMD and/or Payment of Bills

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and the addenda issued in accordance with **Clause 11**:

TECHNICAL BID

Section	Bid Reference Notice Inviting Tender (NIT)
1	Instructions to Bidders /Tenders
2	Forms of Bid, Contractor's Bid and Qualifications, Questionnaire
3	Part- I - Contract Data Part – II- General Description of work and other conditions
4	Part – I- General Conditions of Contract (GCC) Part – II- Special Conditions of Contract (SCC)
5	Specifications of Materials / Works
6	Schedule of Drawings
7	Forms of Securities and other formats
8	BOQ- Price Bid

PRICE BID

Bills of Quantities and Rates **(Online submission only)**

8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to **Clause 25** here of, bids that are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of the Bidding Documents

A Prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification that he received earlier.

Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

10. Pre-bid meeting.

10.1 No pre-bid meeting will be conducted. However, clarifications may be sent to this office on or before 7 days before the start of submission date of the tender document. Notification in this regard will be issued through

www.ennoreport.gov.in and the e-procurement portal link prior to the deadline for submission of bids.

It is to be noted that no queries/clarifications will be entertained after the period stipulated above.

10.2 Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the clarifications, shall be made by the Employer exclusively through the issue of an Addendum/corrigendum pursuant to **Clause 11.**

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

11.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be published in the websites.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.1 below.

C.PREPARATION OF BIDS

12. Language of the Bid

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

13. Documents comprising the Bid

13.1 The bid submitted by the bidder shall comprise the following:

Technical Bid

i) Qualification Information Form and Document (pursuant to **Clause 4** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions.

Financial Bid

i) Priced Bill of Quantities duly filled in through ***e-Procurement on website e-procure.gov.in.***

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

For evaluation purposes, the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purposes. The financial bid submitted through e-procurement mode only will be taken up for the purpose of evaluation.

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

14. Bid Prices

14.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted by the Bidder.

14.2 The Bidder shall fill in Percentage above or below all rates and prices in the Bill of Quantities.

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

14.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14.5 The GST will be reimbursed by KPL only on reflection of GST Paid by the contractor in KPL's GST portal. Tax deducted at source shall be as per statutory requirements such as IT Act, GST Act, Tamil Nadu workers welfare Cess etc as applicable. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on the production of documentary evidence. Notwithstanding the payment from KPL, the Contractor shall remit the GST value and file returns with Statutory Authorities timely.

15. Currencies of Bid and payment

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

16. Bid Validity:

16.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

17. Bid Security (Earnest Money Deposit – EMD)

i) Any bid not accompanied by the requisite bid security shall be rejected as a non-responsive bid.

ii) The bidder shall have to pay the Earnest Money Deposit (EMD) of Rs 19,300/- in the form of Demand Draft / Bank Guarantee from Nationalized Bank / commercial bank in favour of "Kamarajar Port Limited" payable at Chennai. The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. In case of BG, it can be for 3 months to six months

iii) The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting the tender electronically in the e-procurement portal.

iv) The Earnest Money Deposit (EMD) should be reached to Kamarajar Port Limited on/before 15:00 Hrs on due date of submission of Tender with cover letter indicating Tender number, Name of work etc.

v) The benefit of Exemption of EMD to all Micro and Small Enterprises (MSE) will be allowed. Tender shall upload with their offer, the proof of their being MSME registered with the appropriate authorities specified by Ministry of MSME.

vi) Bid securities of the unsuccessful bidders should be returned at the earliest expiry of the final bid validity period and latest by the 30th day after the award of the contract.

vii) Bid security should be refunded to the successful bidder on receipt of performance security within 15 days.

viii) A bidder's bid security will be forfeited if the bidder

a. withdraws or amends its/ his tender before the expiry of the Bid validity period or before the issue of LOA whichever is earlier.
b. impairs or derogates from the tender in any respect within the period of validity of the tender;
c. If the bidder does not accept the correction of his bid price during evaluation; and
d. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period. In such cases, Port may debar him from future contracts for certain period (say 2 years). EMD of unsuccessful bidders other than L_1, L_2 and L_3 will be refunded immediately after ranking of price bids. Earnest Money of L_2& L_3 will be refunded immediately after entering into an agreement with L_1 and acceptance of the performance Guarantee from L_1.

ix) EMD be refunded suo-motto without any application from the bidders.

18. Alternative Proposals by Bidders

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

D.SUBMISSION OF BIDS

19 Instructions for Online Bid Submission

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

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

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

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

(i) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.

(ii) The Digital Signature registration has to be done with the e-token, after logging into the site.

(iii)Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.

(iv)Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.

(v) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/etoken.

(vi) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.

(vii) Bidder should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.

(viii) If there are any clarifications the same may be clarified during the pre-bid meeting.

(ix)Bidder should take into account the corrigendum's if any published before submitting the bids online.

(x)) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.

(xi) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.

(xii) From the folder, appropriate tender can be selected and all the details can be viewed.

(xiii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.

(xiv) The bidder has to enter the password of the DSC / etoken and the required bid documents have to be uploaded one by one as indicated.

(xv) The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.

(xvi) The rates should be offered in the format specified. (.xls format)

(xvii) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.

(xviii) Upon successful completion of the bid, the system will give a successful bid updation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.

(xix) The bid summary should be printed and kept as an acknowledgement.

(xx) The bid summary will act as a proof of bid submission for the subject Tender.

(xxi) For any clarifications regarding the Tender, the bid number can be used as a reference.

(xxii) The bids should be submitted on or before the prescribed date & time.

(xxiii) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.

(xxiv)) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-ender system. The bidders should follow this time during bid submission.

(xxv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.

(xxvi) The confidentially of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

(xxvii) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

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

20. Deadline for Submission of Bids

20.1 Bids must be uploaded in the website **www.eprocure.gov.in** not later than the **15 00 Hours on (Bid due date) 26.11.2026.**

20.2 The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with Clause 11, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.3 The bid document being downloaded from web site and uploaded through e-Tender website www.eprocure.gov.in, the bidder shall give an undertaking that no change have been made in document.

21. Modification and Withdrawal of Bids

21.1 The tenderer may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in Clause 20 through e-Procurement Mode.

21.2 No bid shall be modified after the deadline for submission of bids.

E. Bid Opening and Evaluation

On the due date and appointed time as specified in Clause 20, the Employer will first open technical bids ***in e- Procurement Mode*** including modifications made pursuant to clause 21 in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day. The tender will be opening at Kamarajar Port Limited, Vallur Post, Chennai-600 120.

23. 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.

24. Clarification of Bids

During evaluation and comparison of bids, the port may, at their discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing through E-mail/ registered/ speed post, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. However

a) No change in prices or substance of the bid, including specifications, shall be sought, offered or permitted.

b) No post-bid clarification at the initiative of the bidder shall be entertained.

c) The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

d) The clarifications should be sought only on basis of the recommendations of the TC.

e) For submission of documents relating to qualification criteria, related shortfall documents only should be asked for and considered.

The Bidder shall not contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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.

25. Examination of Technical Bids and Determination of Unresponsive Tenders

Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Envelope bidding) and ignored. All tenders received will first be scrutinised by the TC to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

ii) The tender has not been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney does not have a provision inter alia to bind the bidder for all acts of the PoA holder in case of disputes.

iii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

iv) There is no material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

v) The bidder is not eligible to participate in the bid as per laid down eligibility criteria.

vi) The bid departs from the essential requirements specified in the bidding document. or

vii) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule.

If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non- responsive shall not be opened in online mode.

26. Evaluation and Comparison of Financial Bids

26.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 25.**

26.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

26.3 If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as non-responsive.

F. Award of Contract

27. Award Criteria

27.1 The Employer will award the Contract to the Bidder whose Bid has been

determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 3**, and (b) qualified in accordance with the provisions of **Clause 4**.

27.2 If L1 bidder rates are much lower than the estimated rates say by 10%, the Tender Committee shall examine to ensure, whether the rates are workable or not without compromising the quality and if required the rate analysis of the party shall be obtained and studied before recommending such offer.

27.3 If L-1 bidder back outs / withdraws his offer before the work order is placed or before the execution of work, action shall be initiated as per the KPL Policy & Procedure for Suspension and Banning of Business Dealings against Erring and Defaulting Agency in KPL.

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

Notwithstanding Clause 29, 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 the award of the Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement

29.1 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 or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein after and in the Contract called the "Contract Price")

29.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of performance security in accordance with the provisions of **Clause 30**.

29.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder within 14 days from the issue of the Letter of Acceptance. Within 14 days of issue of the Letter of Acceptance, the successful Bidder shall furnish the performance guarantee and sign the Agreement with the Employer.

29.4 All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of the agreement shall be borne by the contractor. Until such contract agreement is executed, this tender downloaded by the bidder including additional together with the written acceptance shall form a binding contract between the KPL and the Contractor and shall be the contract. The successful bidder shall sign all the pages of the

downloaded documents and return to the employer for their signature and its Form of Contract Agreement.

29.5 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.

30. Performance Security

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

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

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

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

30.2 Retention Money of 5% be refunded within 14 days from the date of payment of final bill. Balance Performance Security Deposit of 5% to be refunded immediately not later than 14 days of completion of defect liability period

30.3 Failure of the successful bidder to comply with the requirements of Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31. Advance Payment - No advance payment will be made.

32. Conciliator

The Employer proposes that CIDC-SIDC Arbitration Centre be appointed as Conciliator under the Contract as provided in **Sub-Clause 25.1of Section-4** of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

33. Corrupt or Fraudulent Practices:

33.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i)"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

33.2 Furthermore, bidder shall be aware of the provisions stated in Sub clause 59.2 of the Conditions of Contract

34. Other documents Part of this document

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

1. KPL's Works Manual 2024 (available on KPL website www.kamarajarport.in)
2. Policy & Procedure for Suspension and banning of business dealings against erring and defaulting agency in KPL (available in www.kamarajarport.in)
3. GFR 2017 (General Financial Rules-2017)

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

SECTION 2

FORM of Bid, Contractor's Bid and Qualifications Questionnaire

TABLE OF FORMS

01 FORM OF BID
02 CONTRACTOR'S BID
03 FIRM'S FINANCIAL DATA
04 WORKS EXECUTED DURING THE LAST SEVEN (7) YEARS

FORM OF BID

(To be executed on bidder's letter head)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in the Technical Bid]

Date _____

Tender No: 2026115131 - "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

To
Kamarajar Port Limited,
Vallur (PO)
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.: **2026115131**
(c) Our tender shall be valid for the period of 90 days from the date of fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with any extension of bid validity as per ITB, Sub-Clause 16.2.
(d) If our tender is accepted, we commit to submit a performance guarantee in accordance with ITB, Clause No.30**,** for the due performance for the contract as specified in specimen form for the purpose.
(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, if the Tenderer is a JV, and the nationality each subcontractor and contractor).
(f) We have no conflict of interest with (ITB Sub-Clause No.5)
(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, Clause No.3**
(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, Clause No.29** 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, NIT)** 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

Dated on…… day of ……,…… (date of signing)

CONTRACTOR'S BID

(To be executed on bidder's letter head)

Tender No: 2026115131 - "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

To

The Kamarajar Port Limited
Vallur (PO)
Chennai – 600120

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ (in figures). _____(in letters).

The advance payment is not required as per rule.

We accept the appointment of _____ as the **Conciliator**

(or)

We do not accept the appointment of _____ as the **Conciliator** and propose instead that _____ be appointed as **Conciliator** whose daily fees and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely **"Prevention of Corruption Act 1988"**

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signature:

Name & Title of signatory

Name of Bidder

Address

Notes:

To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

KAMARAJAR PORT LIMITED

Name of work:- "**Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"**

Tender no :- 2026115131

Firm's Audited Financial Data:

Amounts in Rupees

Sl. No.	Particulars	Individual Firm	Total
1	2025-26		
2	2024-25		
3	2023-24		
	Average of 3 years		

Note:

*i. Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria **Clause 4.3 (i) of Section 1**. The copy of document should be duly signed by the Chartered Accountant. The document should be notarized, subject to production of the originals when demanded.*

DATE: BIDDER'S SIGNATURE WITH STAMP

KAMARAJAR PORT LIMITED

Name of work:- **"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"**

Tender no :- 2026115131

WORKS EXECUTED DURING LAST SEVEN (7) YEARS

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

Contractor's Experience in Civil Engineering work projects only:

Sl .No.	Project Name	Project Value	Applicant's share		Contract Period		
			Amount	%	Date of commencement	Date of Actual completion	Date of scheduled completion
Individual Firm:							
1.							
2.							
3.							
4.							

Note:

*i. Copy of the document proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria **clause 4.3(ii) of Section 1**. The copy of document should be duly notarized/self-attested, subject to production of the originals when demanded.*

ii. *Separate sheet for each completed works should be attached by the bidder.*

DATE: TENDERER'S SIGNATURE WITH STAMP

SECTION – 3

Contract Data

PART- I –CONTRACT DATA

The following documents are also part of the Contract	**Clause Reference**
1. The Schedule of other Contractors	8 of Sec-4
2. The Schedule of Key personnel	9 of Sec-4
3. The Employer Name is : **Kamarajar Port Limited,** Vallur Post, Chennai – 600 120.	
4 Name of authorized Representative –Deputy General Manager(C),Vallur Post, Chennai 600 120.	
5. The Nodal Officer is: (Will be intimated later)	
6. Nodal Officer's nominee: (Will be intimated later)	
7. The name and identification number of this contract, "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"– Tender No-2026115131	
8. (a) The works consist of "Replacement of the existing damaged barbed wire fencing with New chain-link fencing around the EI cabin near Railway Holding Yard-I (South of RUB), including rectification of the entrance gate, filling the gaps beneath the compound wall, providing concertina coil fencing wherever required and painting of steel and concrete surfaces with epoxy paint". (b) "Providing new chain-link fencing around the Leading Light Tower (LLT) near General Cargo Berth-I & II, including earthwork excavation, PCC, RCC pedestal wall, structural steel fencing posts, chain-link fencing, concertina coil fencing, epoxy painting and other allied civil works".	
9. The Start Date shall be within 14 days for the date of issue of the letter of acceptance.	
10. The Intended Completion Date for the whole of the Works is **03 months** reckoned from the 'Start Date'. The contractor should indicate the Milestone for the completion of each item of works in the program and get the approval of the Nodal Officer or his nominee.	
11.The Site is located at Kamarajar Port Premises in the State of Tamilnadu.	
12. The following documents also form part of the Contract	2.3 of Sec-4

13.	The contractor shall submit a Program for the works within 15 days of delivery of the letter of Acceptance	25 of Sec-4
14.	One year Defect liability period insisted.	
15.	The successful bidder will have to take insurance for the contract value, and it is to be valid during the execution i.e. up to the end of the contract.	13 of Sec-4
16.	The following events shall also be Compensation Events:	41 of Sec-4
17.	The Employer terminates the contract for his convenience	54 of Sec-4
18.	The language of the Contract documents is English	03 of Sec-4
19.	The law which applies to the Contract is the law of the Union of India	03 of Sec-4
20.	The currency of the Contract is Indian Rupees	43 of Sec-4
21.	Dispute review and Fees and Types of reimbursable expenses to be paid to the Dispute Review Expert	24 of Sec-4

PART – II

GENERAL DESCRIPTION OF WORKS AND OTHER CONDITIONS

1. The details of the works covered under this bid are as detailed below:

BoQ No - 1- Replacement of damaged Chain-link fencing at Electronic-Interlocking cabin near Railway Holding Yard-I (South of RUB)

(i) Clearing scrub jungle including uprooting of vegetation, grass, brush wood, trees and saplings and removal of rubbish up to a distance of 1 km outside the periphery of the area cleared with all lead and lift, loading and unloading, hire charges of machinery and equipments, transportation charges, labour charges and all other incidental charges etc., complete as per standard technical, detailed specification and design and direction of the Engineer in-charge.

(ii) Providing and laying in position cement concrete of nominal mix of 1:4:8 below the cement concrete block…….

(iii) Providing and fixing precast cement concrete solid block of grade M-20, including hoisting and setting in position with cement mortar 1:3 including cost of required centering, shuttering complete.

(iv) Drilling holes up to 10mm diameter in existing structural steel angle sections, channels, plates, or Y-fencing posts at any height or location, including layout marking, precise center-punch alignment, hiring and operating heavy-duty power/magnetic core drilling machinery, cost of HSS drill bits, lubricants, coolants, electricity charges, clearing burrs, and all necessary safety arrangements complete as per the direction of the Engineer-in-Charge.

(v) Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts, bolts and washers as required complete as per the direction of Engineer-in-charge.

(vi) Providing and fixing concertina coil fencing with punched tape concertina coil 450 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall.

(vii) Structural steel work for rectification of gate in single section, fixed with or without connecting plate, including cutting,hoisting, fixing in position etc. all complete.

(viii) Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's speciications including appropriate priming coat, preparation of surface, etc. complete.

(ix) Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's speciications including appropriate priming coat, preparation of surface, etc. complete.

(x) Filling the gaps beneath the compound wall with available sand with the lead of 2KM…

BoQ No - 2- Providing Chainlink fencing around the Leading Light Tower (LLT) Near General Cargo Berth (GCB) -1 & 2 Inside the Port premises.

(i) Earth work excavation in ordinary soil, sand, clay mixed with roots, small boulders, debris, rubbish etc. as existing at site of work for base wall for providing foundation for fencing post……

(ii) Providing and laying plain cement concrete of mix1:4:8 in volumetric proportions for levelling course in foundations……

(iii) Providing and Placing in-situ cement concrete of mix 1:1.5:3 for fencing pedestal wall as per relevant specifications…

(iv) Providing and fixing 30cm length, 16mm dia reinforcement by drilling the holes about depth of 15cm of dia 16mm in concrete at center to center distance of 2m for making bonding between old and new structure as per the instruction of site-In-charge including cost of reinforcement, cutting, fixing etc complete including contractor's Profit.

(v) Centering and shuttering including strutting, propping etc. and removal of form work…..

(vi) Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts,bolts and washers as required complete as per the direction of Engineer-in-charge.

(vii) Structural steel work for fabricating and fixing MS angle 75x75x6mm for fencing post & gates ……

(viii) Providing and fixing PVC coated galvanized steel barbed wire weighing 9.38 kgs per 100m (minimum), 2 ply with 4 points at a distance of 75 - 100 mm c/c as specified in the drawing and/ or as directed at site including placing the barbed wire in position including G.I binding wire tied to 6mm bar nibs fixed while casting of the post as specified in the drawing and /or as directed at site including the cost of all materials , transportation , lead , lift, labour, tools, plant, equipment etc. complete.

(ix) Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

(x) Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.

3. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted in the priced Bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work.

4. The rate quoted shall be inclusive of all taxes, (excluding GST) levies, duties, cost of insurance etc. apart from the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.

5. If any temporary item of work is needed for the execution of the contract, the required details shall be submitted by the bidder with the proposals and connected drawings along with the tender. No payment shall be made for any temporary items of work. Before any Temporary works are commenced, the contractor shall submit sufficiently in advance to the Engineer-in-charge or Engineer-in-charge's representative for approval, his proposals for all temporary works including drawings and design calculations. The Engineer-in-charge or Engineer-in-charge's representative shall be at liberty to make any modifications to the temporary works in accordance with the conditions of

the contract and the contractor shall carry out such modifications. In the event of the contractor considering that such modifications required by the Engineer-in charge or Engineer-in charge's representative will affect the security of the temporary works, or increase the contractor's liability under the contract, he shall give notice in writing to the Engineer-in charge within seven days of receipt of such communication. The Engineer-in charge will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Engineer-in charge or Engineer-in charge's representative of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.

6. The description of the item of work given in the schedule of quantities should be read along with the specifications, drawings and the conditions of contract.

7. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the drawing or as may be directed from time to time by the Engineer-in charge or Engineer-in charge's representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract.

8. The area where the construction works have to be executed is inside the port area, due care shall be taken to avoid hindrance to other movement. During the construction period necessary safety measures have to be taken for the men working at site. The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to wrong assumptions / assessment by the bidder or otherwise shall be allowed. The bidder shall take into account all these aspects before quoting their rates and shall not hold the Employer responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the bidder on this account will not be entertained by the KPL.

9. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Engineer-in charge or Engineer-in charge's representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

10. If any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without

delay, to the satisfaction of the Engineer-in charge or Engineer-in charge's representative.

11. KPL shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

12. The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:
    i. The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
    ii. The right of the Employer to construct the works or any part thereof on over under or in through any land.
    iii. Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
    iv. Injuries or damage to persons / property resulting from any act or neglect done or committed during the currency of the contract by the Employer, its agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown in the drawings in which land crops will be distributed or damaged as an inevitable consequence to carry out the works.

    The contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accident to the Engineer's representative. The contractor shall also report such accidents within the prescribed time to the competent authorities to whom such report is required to be made by law.

13. Contractor's Working Area

The Employer shall provide the area that can be conveniently spared, adjacent to the site of work, at its discretion, subject to availability, for Yard works and other appurtenant works to the contractor at free of cost.

The Employer will provide the land required for site offices, installation of concrete batching plant, testing laboratories etc., except labor camps at free of cost adjacent to the proposed Project site, during the tenure of the contract or such extended period, if any, subject to availability.

14. Compliance with rules and regulations:

13.1 The contractor shall at all times during the currency of the contract conform to and comply with the regulations and by-laws of the State or Central Government or of the KPL and of all other local authorities, the provisions, contained in the various labour acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Acts, the Indian Electricity Act and Rules framed under it, Workmen's Compensation Act, Provident Fund Regulation Act, Employees Provident Act,1961 and Schemes made under the said act, Health and Sanitary arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of workers or for the safety of the public and other insurance provisions. KPL shall not be liable for the failure of the contractor in conforming to the provisions of the Acts, Rules and Regulations referred to in the above para and in case of any contravention of the provision of the Acts, Rules and Regulations etc. The contractor shall keep Employer indemnified against any loss, cost and damages in the event of any action being taken for contravention.

13.2 Port rules -The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the Harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable material be allowed to spill into the Harbour area.

13.3 The Contractor shall always observe and comply with the working rules and regulations of the Port in force or as issued from time to time.

15. Entry of Labour in Port premises

15.1. Only vehicles licensed by the Port will be allowed inside the Port premises. Two-wheelers are not allowed to enter the port premises.

15.2. Online RFID gate pass system is available for admission into the Port premises and is regulated by issue of RFID tags, passes for the contractor, his staff, labour, and materials on payment basis. These passes shall be accompanied by RFID identity cards valid for daily, weekly, monthly and yearly basis on the period of the contract. The identity card contains personal details of the labourer (including photograph),Aadhaar number, name of the work, name of the contractor, duration, etc. In case the contract is extended, necessary endorsement should be made by the

concerned Engineer or his representative on the identity card regarding the extension of the contract period. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and the KPL is indemnified against their misuse. The entry passes shall be produced at the time of entry and any other time when demanded by the CISF personnel or department officials.

The standard operating procedure is available in the RFID link in port website***www.kamarajarport.in/content/innerpage/rfid.php***

16. Fair Wages

The contractor shall pay the labour engaged by him on the work not less than fair wages which expression shall mean whether for the time or piece work, the labour rates of wages as fixed by the Central Public Works Department as fair wages of the State payable to the different categories of labourers or those as notified under the Minimum Wages Act for the district for corresponding employees of the Employer whichever may be higher.

"The Engineer of the works or his authorized representative will make necessary arrangements for witnessing the payment by the contractor to his labourers. The contractor should arrange for that and get the certificate from the department as required in terms of the CPWD contract labour regulations".

17. Safety and security measures

17.1. The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site.

17.2. The contractor shall comply with all applicable Laws, Regulations and Standards. The contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer-in charge or by the respective authorities.

17.3. The contractor shall adequately safeguard the site, products, materials, plant and the works from damage and theft. The contractor shall provide his and his sub contractor's staff and work people with permits required for admittance to restricted areas. In relation with this contract the following shall be observed.

i) Any security procedures as demanded by local authorities / Port such as passes, badges interruptions to work, etc., shall be strictly adhered to.

ii) The cost for security measures under this Clause shall be borne by the contractor.

18. Port Requirement

The normal port operations will be continued throughout the progress of the works and the contractor shall carryout their works without any hindrance to others.

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SECTION – 4

General Condition of Contract

KAMARAJAR PORT LIMITED

Tender for "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

PART- I

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Nodal Officer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, administering the Contract,

certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Trained Work Person** are those employed/ proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run

under the auspices of a University, State Technical Board, Ministry of Government of India.

2. Interpretation

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

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works

(3) Contract Data

(4) Conditions of Contract including Special Conditions of Contract

(5) Specifications

(6) Drawings

(7) Bill of Quantities and

(8) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Engineer-in charge or Engineer-in charge's representative's Decisions

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

5. Delegation

The duties of the Engineer-in charge's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract not except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the employer or to make any variation of or in the works. The Engineer-in charge may from time to time in writing delegate to the Engineer-in charge's representative any of the powers and authorities vested in the Engineer-in charge and shall furnish to the contractor, a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer-in charge's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and

the employer as though it had been given by the Engineer-in charge, provided as follows.

Failure of the Engineer-in charge's Representative to disapprove any work or materials shall not prejudice the power of the Engineer-in charge thereafter to disapprove such work or materials and to order the pulling down or removal or breaking up thereof;
If the contractor shall be dissatisfied by reason of any decision of the Engineer-in charge's Representative, he shall be entitled to refer the matter to the Engineer-in charge who shall thereupon confirm / reverse or vary the contents of such decisions.

The Engineer-in charge or Engineer-in charge's representative may delegate any of his duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

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

6. Communications

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

7. Joint Venture – Not applicable

8. Subcontracting

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

9. Personnel

9.1. The Contractor shall employ the skilled key personnel as approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion,

revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data 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.

13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. 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.

13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports – Not applicable

15. Queries about the Contract Data

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

16. Contractor to Construct the Works

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

17. The works to be completed by the intended completion date

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

18. Approval by the Nodal Officer or his nominee

18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4. No payment will be made for the temporary works required for the proper completion of the permanent works.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

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

23. Instructions

23.1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Employer.

24. Disputes

24.1. Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, resolved through latest guidelines for Arbitration and Mediation in contracts

of Domestic public procurement as per office memorandum No 1/2/2024-PPD, dated 03.06.2024 issued by Ministry of Finance, Department of Expenditure Procurement Policy Division, Govt of India.

24.2. The arises dispute should be in the first place, be referred in writing to the Engineer. Such reference shall state that it is made pursuant to this Clause. No later than the 90 days after the day on which he received such reference the Engineer shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this Clause. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award. If the Contractor dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the ninetieth day after the day on which he received the reference, then the Contractor may, on or before the sixteenth day after the day on which re received notice of such decision, or on or before the sixteenth day after the day on which the said period of 90 days expired, as the case may be, give notice to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 24.4, no arbitration in respect thereof may be commenced unless such notice is given. If the Engineer has given notice of his decision as to a matter in dispute to the Contractor and no notice of intention to commence arbitration as to such dispute has been given by the Contractor on or before the sixteenth day after the day on which the party received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Contractor.

25. Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 24.1, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the sixtieth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

25.1. Arbitration

Any dispute in respect of which

a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 24.1

b) Amicable settlement has not been reached within the period stated in Sub-Clause 24.2. Shall be finally settled under the Arbitration and Conciliation Act,1996 by two arbitrators one by each party or by an umpire appointed by the said arbitrators in case of disagreement between the arbitrators appointed under such Rules. The said

arbitrator/s and / or Umpire shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute, but within the provisions of Contract between the two parties. Neither party shall be limited in the proceedings before such arbitrator/s to the evidence nor did arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 24.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

All arbitration proceedings in connection with the above contract shall be subject to the jurisdiction of the High court of judicature at Chennai.

25.2. The above sub-clauses 24.1 to 24.3 will not operate where the contractor is a Public Sector Enterprise or any other Govt. Dept. or was awarded the contract through the provisions of the purchase preference policy of the Govt. of India. In such cases, settlement of commercial disputes under the contract will be governed by the provisions prevailing in respect of the Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises**.**

25.3. Failure to Comply with Engineer's Decision

Where neither the Engineer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause-24.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause-24.3.

The provisions of Sub-Clauses 24.1 & 24.2 shall not apply to any such reference

B. Time Control

26. Program

26.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

26.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

26.3. The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

26.4. The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

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

27.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Nodal Officer or his nominee

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

29. Management Meetings

29.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

31. Identifying Defects

The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may

instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

32. Tests

If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

33. Correction of Defects

33.1. The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2. Since the subject work is maintenance nature no deflect Liability period insisted. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

34. Uncorrected Defects

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

D.Cost Control

35. Bill of Quantities

35.1. The Bill of Quantities shall contain items for the Design, Drawings, construction, Procurement of materials, installation, testing work to be done by the Contractor.

35.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item. The payment will be made on completion, approval and acceptance of the above Engineering works by KPL at the rates quoted in the Bill of Quantities.

35.3. The description of the item of work given in the schedule of quantities should be read along with the specifications, drawings and the conditions of the contract.

35.4. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the drawing or as may be directed from time to time by the KPL Engineer or his representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract.

35.5. The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based, but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Engineer. However, the

consequent variation in the total contract value will be limited to 10% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.

35.6. The Quantities provided in the Bill of Quantities (BOQ) is to be operated for executing the work wherever required inside the Port apart from scope of work indicated in Clause 1.1 under Section-1

35.7. KPL has right to omission or addition of any work in the general layout drawing.

Any claim in this regard will not be entertained by the KPL during the contract period and in the event of an extension of time.

36. Change in the Quantity

If the final quantity of the work done exceeds from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 10% of the initial Contract Price, the Engineer shall adjust the rate to allow for the change exceeding the BOQ quantity.

37. Variations

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

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

37.2. Variation beyond ± 10% of the stipulated quantities of individual items in the contract shall require the approval of Competent Authority as per DoP of Employer.

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

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

38. Payment for New/Extra /Substituted Items

38.1. Extra items of work are items, which are completely new and in addition to the items in the contract.

38.2. Substituted items are items which are taken up in lieu of those already provided in the contract.

38.3. The powers to accord Technical sanction for extra and substituted items shall be as per Delegation of Powers (DoP). The officers while exercising these powers shall obtain the Administrative approval from the Competent Authority as per DoP. Where the excess is due to substituted items, the algebraic difference between the agreement and substituted item shall only be considered for the excess amount.

38.4. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to

carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

b) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

c) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived from the similar class of work in the contract, then such work shall, be carried out at the rates entered by the department taking into account the Port's rates on which the estimated value of work put to Tender was worked out, with minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

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

39. Payment Certificates

39.1. The Contractor shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

39.2. The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts.

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

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

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

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

40. Price Variation/Adjustment – Not applicable

41. Payment

Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of submission of the bill.

42. Compensation Events

42.1. The following are Compensation Events unless they are caused by the Contractor:

a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data. In case the Employer or service provider organization is restrained by a Court Order from cutting of trees/ shifting of utilities/removing of encroachment etc., it shall be a compensation event

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

c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for the execution of works on time.

d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

e) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

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

g) The Engineer unreasonably delays issuing a Certificate of Completion.

h) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

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

42.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event. In case the contractor fails to notify the compensation event to the engineer within 21 days of its occurrence, the contractor shall not be entitled to any form of compensation whether in terms of time or money.

42.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

43. Tax

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

44. Currencies

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

45. Advance Payment

No advance payment will be paid.

46. Retention

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

46.2. Retention Money shall be deducted at 10% from each running Bill subject to a maximum of 5% percent of the contract price.

46.3. Retention Money of 5% be refunded within 14 days from the date of payment of final bill.

47. Liquidated Damages

47.1. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

47.2. In case of works/materials/service contracts exceeding Rs. 1.00 lakh, liquidated damages will be applicable @ 0.5% of the contract order value per week or part thereof, for delay in contract completion date subject to a maximum ceiling of 10% of contract order value.

47.3. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

48. Performance Securities

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

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

48.3. Performance Guarantee is to be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period

of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).

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

48.5. Retention Money of 5% be refunded within 14 days from the date of payment of final bill. Balance Performance Security Deposit of 5% to be refunded immediately not later than 14 days of completion of defect liability period.

One year Defect Liability Period insisted for the subject contract.

48.6. The Failure of the successful bidder to comply with the requirements of Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

49. Cost of Repairs

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

50. Force Majeure

50.1. The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

50.2. For purposes of this Clause, "Force Majeure" means on event of situation beyond the control of the Contractor that is not foreseeable is unavoidable, and its origin is not due to negligence or lack of care on the part of Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

50.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

E. Finishing the Contract

51. Completion

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

52. Taking Over

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

53. Final Account

The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

54. Termination

54.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

54.2. Fundamental breaches of Contract include, but shall not be limited to the following:

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

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

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

(d) a payment certified by the Nodal Officer or his nominee is not paid by the Employer to the Contractor within 56 days of the date of the Nodal Officer or his nominee 's certificate;

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

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

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

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

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

54.3. When either party to the Contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under **Sub Clause 54.2** above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

54.4. Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the Contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for extra or additional items.

54.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

55. Payment upon Termination

55.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

55.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

56. Property

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

57. Release from Performance

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

KAMARAJAR PORT LIMITED

Tender for "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

PART II- SPECIAL CONDITIONS OF CONTRACT

SALIENT FEATURES OF MAJOR LABOUR CODES APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORKS

The following brief abstract is based on the provisions of the Labour Codes enacted by the Government of India and the Rules/Notifications issued thereunder from time to time. The Contractor shall comply with all applicable provisions, amendments, notifications, circulars and orders issued by the Central Government, State Government and other statutory authorities.

1) CODE ON WAGES, 2019: *(Subsuming the Minimum Wages Act, 1948; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; Equal Remuneration Act, 1976)*

a) Minimum Wages:

The Contractor shall pay wages not less than the minimum rates of wages fixed/notified by the Appropriate Government for employment in Building and Other Construction Works and allied activities. The minimum wages shall include basic wages, Variable Dearness Allowance (VDA) and other components as notified from time to time.

The Contractor shall ensure compliance with provisions relating to:

- Minimum wages;
- Overtime wages at double the ordinary rate of wages;
- Equal wages for work of similar nature;
- Maintenance of wage registers, muster rolls and wage slips.

b) Timely Payment of Wages:

The Contractor shall ensure payment of wages within the prescribed time limits and without unauthorised deductions.

Wage Period	**Time limit for payment of wages**
Daily	At the end of the shift/day
Weekly	On the last working day of the week
Fortnightly	Within two days after the end of the fortnight
Monthly	Before the 7th day of the succeeding month

The wages shall preferably be disbursed through bank transfer/electronic mode only. The Contractor shall submit proof of wage disbursement to the Principal Employer whenever required.

In case of delay in payment of wages or statutory remittances, the Principal Employer reserves the right to make payment directly to the workers/statutory authorities and recover the same from the Contractor's bills/security deposit, without prejudice to other contractual actions including suspension/debarment.

c) Equal Remuneration:

No discrimination shall be made on the ground of gender in matters relating to wages, recruitment, training, transfer, promotion or other service conditions for the same or similar work.

d) Payment of Bonus:

The provisions relating to statutory bonus shall apply to applicable establishments as per the Code. Eligible employees shall be paid bonus as prescribed under the Code, subject to the minimum and maximum limits notified by the Government from time to time.

2) INDUSTRIAL RELATIONS CODE, 2020: *(Subsuming the Industrial Disputes Act, 1947; Trade Unions Act, 1926; Industrial Employment (Standing Orders) Act, 1946)*

a) Industrial Disputes:

The Code provides machinery for investigation and settlement of industrial disputes through conciliation, Industrial Tribunals and other authorities constituted under the Code.

The Contractor shall comply with provisions relating to:

- Retrenchment and lay-off;
- Notice requirements;
- Dispute resolution;
- Strikes and lock-outs;
- Grievance redressal mechanisms.

b) Standing Orders

The provisions relating to Standing Orders are applicable to industrial establishments employing the threshold number of workers as notified under the Code by the Appropriate Government (presently 300 workers or such number as amended/notified from time to time).

The Employer/Contractor, wherever applicable, shall define and communicate service conditions relating to:

- Classification of workers;
- Attendance and working hours;
- Leave;
- Misconduct and disciplinary action;
- Termination procedures.

c) Trade Unions

The Code provides for registration and recognition of Trade Unions and defines rights and obligations of employers, workers and trade unions.

3) OCCUPATIONAL SAFETY, HEALTH AND WORKING CONDITIONS CODE, 2020: *(Subsuming the Contract Labour (Regulation & Abolition) Act, 1970; Building and Other Construction Workers Act, 1996; Inter-State Migrant Workmen Act, 1979; Factories Act, 1948 and other allied laws)*

a) Contract Labour:

The provisions relating to contract labour apply to establishments and contractors employing contract labour as per thresholds prescribed under the Code and Rules.

The Contractor shall:

- Obtain valid labour licence wherever applicable;
- Ensure welfare and health facilities to workers;
- Provide drinking water, sanitation, rest rooms and first-aid;
- Ensure payment of wages and statutory benefits;
- Maintain registers and records prescribed under the Code.

The Principal Employer shall ensure registration of the establishment wherever required under the Code.

b) Building and Other Construction Workers (BOCW):

The provisions of the Code relating to Building and Other Construction Workers apply to establishments employing building workers as prescribed under the Code.

The Contractor/Employer shall ensure:

- Safe working conditions;
- Use of personal protective equipment (PPE);
- Fall protection and safety arrangements;
- First-aid, ambulance and emergency response facilities;
- Canteen, drinking water, washing and sanitation facilities wherever applicable;
- Suitable accommodation near the workplace wherever required.

The applicable BOCW Welfare Cess shall be deducted/remitted as per the Building and Other Construction Workers Welfare Cess provisions and Government notifications issued from time to time.

c) Inter-State Migrant Workers:

The Code provides protection and welfare measures for inter-state migrant workers, including workers directly recruited or recruited through contractors/intermediaries.

The Contractor shall comply with provisions relating to:

- Journey allowance/travel benefits wherever applicable;
- Medical and welfare facilities;
- Maintenance of records and portal registration, wherever prescribed;
- Equal treatment in wages and service conditions.

d) Occupational Safety and Working Conditions:

The Contractor shall comply with all provisions relating to:

- Health, safety and welfare of workers;
- Working hours and weekly rest;

- Employment of women workers as per applicable provisions;
- Reporting of accidents, dangerous occurrences and occupational diseases;
- Safety training and supervision.

Where manufacturing activities are involved, provisions applicable to factories under the Code shall also be complied with.

4) CODE ON SOCIAL SECURITY, 2020: *(Subsuming the Employees' Compensation Act, 1923; Employees' Provident Funds and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Payment of Gratuity Act, 1972; Maternity Benefit Act, 1961 and other allied laws)*

a) Employees' Compensation:

The Code provides for compensation to employees or their dependents in the event of injury, occupational disease, disablement or death arising out of and during the course of employment.

b) Employees' Provident Fund (EPF):

The Contractor shall comply with EPF provisions applicable to the establishment and workers engaged under the contract.

The benefits include:

- Provident Fund accumulation;
- Pension benefits;
- Deposit-linked insurance benefits.

The Contractor shall remit employer and employee contributions within the prescribed time and submit documentary proof whenever required by the Principal Employer.

c) Employees' State Insurance (ESI):

Where ESI provisions are applicable, the Contractor shall ensure registration of eligible employees and timely remittance of contributions.

The scheme provides medical, sickness, maternity, disablement and dependent benefits to insured employees.

d) Gratuity

Gratuity shall be payable to eligible employees as per the provisions of the Code, subject to completion of qualifying service and other prescribed conditions.

e) Maternity Benefit

Women employees shall be entitled to maternity benefits, nursing breaks and other protections as prescribed under the Code and Rules.

f) Social Security Compliance

The Contractor shall:

- Obtain EPF/ESI registration wherever applicable;
- Ensure Aadhaar-linked and portal-based compliance wherever mandated;
- Maintain statutory records and returns;

- Produce proof of remittance of statutory contributions along with wage records.

GENERAL CONDITIONS

1. The Contractor shall comply with all provisions of the Labour Codes, Rules, Notifications and Orders issued by the Central Government, State Government and other statutory authorities from time to time.

2. The Contractor shall be solely responsible for compliance with all labour laws/statutory obligations in respect of workers engaged for the work.

3. Non-compliance with labour laws/statutory provisions shall be treated as breach of contract and may result in withholding of bills, recovery of dues, termination of contract, debarment and any other action deemed fit by the Principal Employer.

4. The Principal Employer reserves the right to verify wage payment records, statutory remittances, attendance records and other labour-related documents at any time during the currency of the contract.

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SECTION – 5

SPECIFICATIONS OF MATERIALS AND WORKS

KAMARAJAR PORT LIMITED

1. PREAMBLE

1.1 General

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

1.1.2 Inclusive Documents

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

1.1.3 Measurement And Payment

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

1.1.4 Defective Works

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

1.2 SITE INFORMATION

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

1.2.2 The area in which the works are located is mostly plain to rolling terrain. The approximate longitude and latitude of region being 80°-20′

east and 13°-15' north respectively.

1.2.3 General Climatic Conditions

The variation in temperature in this region is as under

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

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

1.2.4 Seismic Zone

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

1.2.5 Exposure conditions at site

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

1.3 Specifications of items of work with relevant specifications

The Technical Specifications Contained herein shall be read in conjunction with the Latest version of CPWD specifications with any additions published by Director General of Works, CPWD, Nirman Bhawan, New Delhi, Govt of India & the Latest version of Ministry of Road Transport and Highway (MoRT & H) specifications for road and Bridge works with any additions published by MoRTH & H on behalf of the Govt of India.

BoQ- 1- Replacing the damaged fencing fixed over the perimeter compound wall of KPL EI cabin near railway holding yard - I at south of RUB.

Sr No of the item in BOQ	Description of work	Relevant Specifications	Relevant Specifications clauses
1	Clearing scrub jungle including uprooting of vegetation, grass, brush wood, trees and saplings and removal of rubbish up to a distance of 1 km outside the periphery of the area cleared with all lead and lift, loading and unloading, hire charges of machinery and equipments, transportation charges, labour charges and all other incidental charges etc., complete as per standard technical, detailed specification and design and	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 2.31

	direction of the Engineer in-charge.		
2	Providing and laying in position cement concrete of nominal mix of 1:4:8 below the cement concrete block.....	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 4.1.8
3	Providing and fixing precast cement concrete solid block of grade M-20, including hoisting and setting in position with cement mortar 1:3 including cost of required centering, shuttering complete	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 4.7.1
4	Drilling holes up to 10mm diameter in existing structural steel angle sections, channels, plates, or Y-fencing posts at any height or location, including layout marking, precise center-punch alignment, hiring and operating heavy-duty power/magnetic core drilling machinery, cost of HSS drill bits, lubricants, coolants, electricity charges, clearing burrs, and all necessary safety arrangements complete as per the direction of the Engineer-in-Charge.	As standard specifications and directed by KPL Engineer-in- Charge.	
5	Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts,bolts and washers as required complete as per the direction of Engineer-in-charge.	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 16.70.2
6	Providing and fixing concertina coil fencing with punched tape concertina coil 450 mm dia 10 metre openable length (total length 90 m), having 50 nos	Central Public Work Department (CPWD) specifications -	Clause 16.53

	rounds per 6 metre length, upto 3 m height of wall….	AOR- 2023	
7	Structural steel work for rectification of gate in single section, fixed with or without connecting plate, including cutting,hoisting, fixing in position etc. all complete.	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 10.1
8	Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 13.52.2
9	Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's speciications including appropriate priming coat, preparation of surface, etc. complete.	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 13.52.1
10	Filling the gaps beneath the compound wall with available sand with the lead of 2KM…	Central Public Work Department (CPWD) specifications - AOR- 2023	Clause 2.25

BoQ- 2- Providing Chainlink fencing around the Leading Light Tower (LLT) Near General Cargo Berth (GCB) -1 & 2 Inside the Port premises.

Sr No of the item in BOQ	**Description of work**	**Relevant Specifications**	**Relevant Specifications clauses**
1**.**	Earth work excavation in ordinary soil, sand, clay mixed with roots, small boulders, debris, rubbish etc. as existing at site of work for base wall for providing foundation for fencing post,……	Central Public Work Department (CPWD) specifications -AOR- 2023	Clause 2.6.1

2.	Providing and laying plain cement concrete of mix1:4:8 in volumetric proportions for levelling course in foundations…...	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 4.1.8
3.	Providing and Placing in-situ cement concrete of mix 1:1.5:3 for fencing pedestal wall as per relevant specifications…	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 4.1.2
4.	Providing and fixing 30cm length, 16mm dia reinforcement by drilling the holes about depth of 15cm of dia 16mm in concrete at center-to-center distance of 2m for making bonding between old and new structure as per the instruction of site-In-charge including cost of reinforcement, cutting, fixing etc complete including contractor's Profit.	As standard specifications and directed by KPL Engineer-in- Charge	
5.	Centering and shuttering including strutting, propping etc. and removal of form work.…..	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 4.3.1
6.	Providing and Fixing G.I Chain link (G.I wire of dia 4mm, PVC coated to achieve outer dia. not less than 5mm) fabric fencing of required width in mesh size 50x50mm made of G.I wire of 3mm dia required as per site condition including nuts,bolts and washers as required complete as per the direction of Engineer-in-charge.	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 16.70.2

7.	Structural steel work for fabricating and fixing MS angle 75x75x6mm for fencing post & gates	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 10.1
8.	Providing and fixing PVC coated galvanized steel barbed wire weighing 9.38 kgs per 100m (minimum), 2 ply with 4 points at a distance of 75 - 100 mm c/c as specified in the drawing and/ or as directed at site including placing the barbed wire in position including G.I binding wire tied to 6mm bar nibs fixed while casting of the post as specified in the drawing and /or as directed at site including the cost of all materials , transportation , lead , lift, labour, tools, plant, equipment etc. complete.	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 16.18
9.	Finishing on steel surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 13.52.1
10.	Finishing on concrete surface with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	Central Public Work Department (CPWD) specifications -AOR-2023	Clause 13.52.2

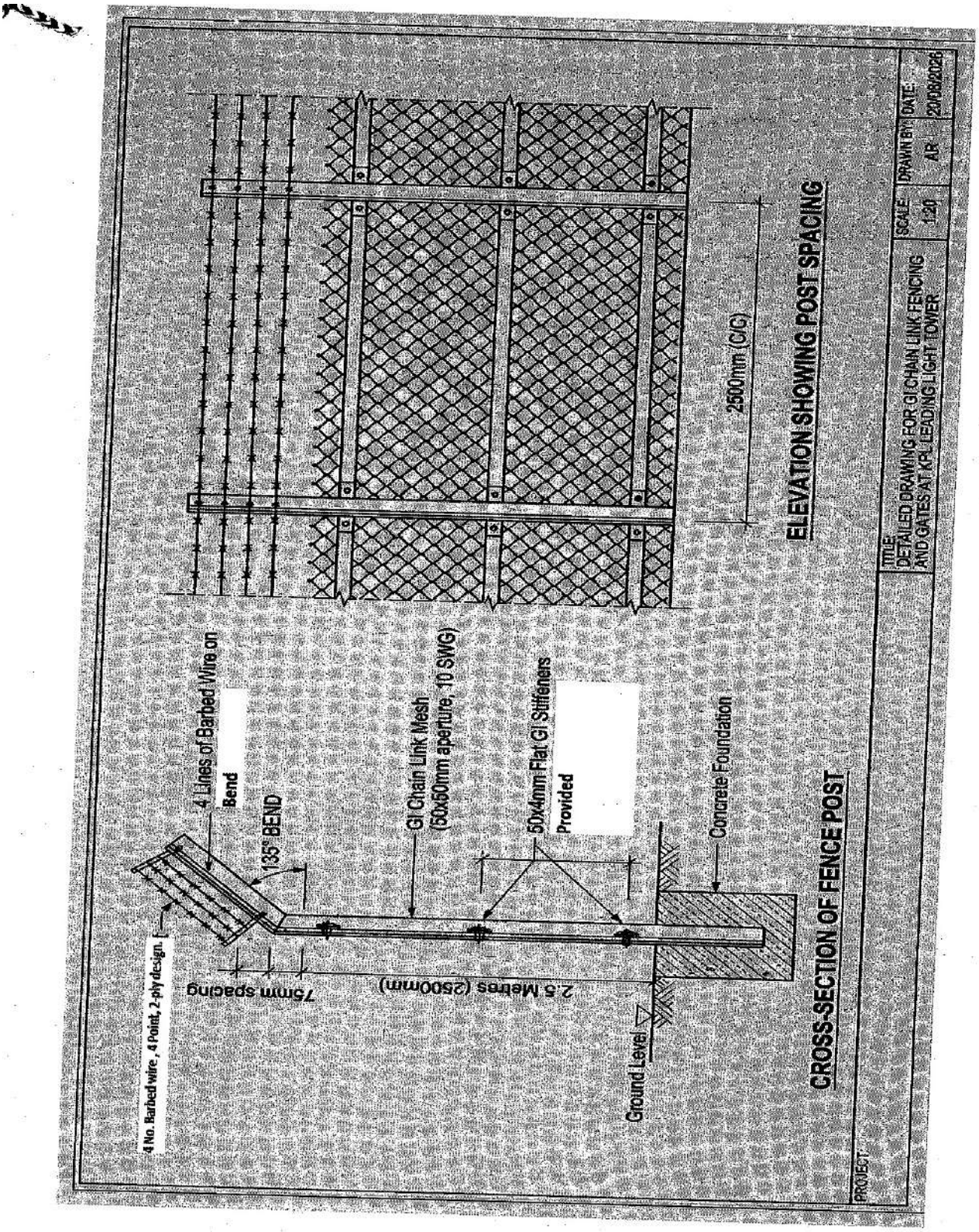
SECTION – 6

SCHEDULE OF DRAWINGS

DRAWINGS

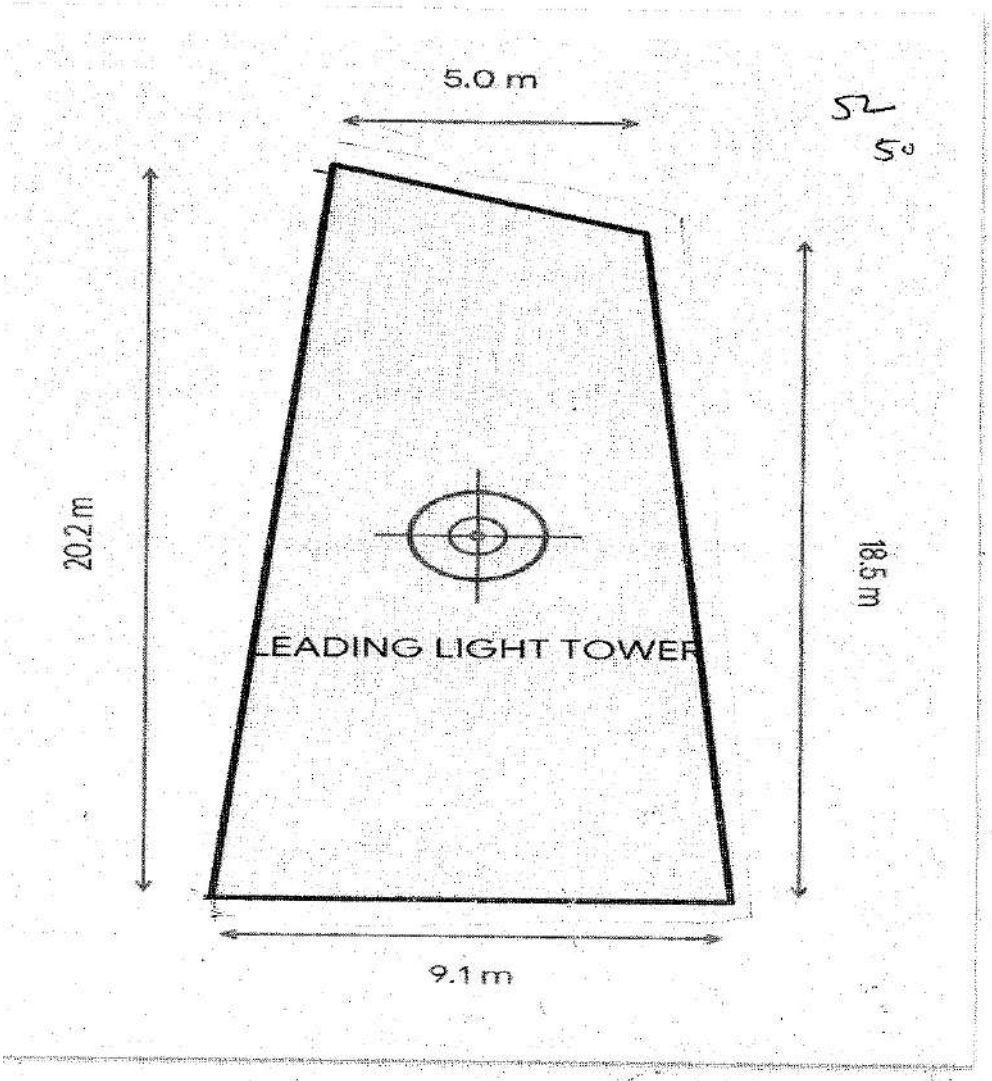
Drawing No.	Title of Drawing
2026115131/01	Drawing of KPL Railway Cabin at South side of RUB
2026115131/02	Detailed drawing of GI Chain-link fencing and Gates at KPL leading light tower.
2026115131/03	Proposed fencing of Leading Light Tower at GCB1

KPL Railway Cabin at South Side of RUB Drawing
South
West
East
North
0.30 m Outward Prof.
0.30 m
0.30 m
0.25 m BRICK
1.00 m FENCE HEIGHT
1.00 m WALL
GROUND LEVEL
WALL & FENCING PROFILE (SCALE 1:100)
TECHNICAL SPECIFICATIONS
TOTAL LAYOUT AREA : 3,750 Sq.m
WALL HEIGHT : 1.00 Meter
WALL THICKNESS : 0.25 Meter
BLUE PILLARS : 8 Nos. Total
(4 Corners + 4 Gate Frames)
PILLAR SIZE : 0.58m x 0.40m
TOTAL Y-ANGLES : 96 Nos.
ANGLE SPACING : 2.40m C/C
50.00m
75.00m
CORNER PILLAR (P1)
MAIN ACCESS GATE 1
MAIN ACCESS GATE 2
Y-ANGLE POSTS (2.50m centers)
SOUTH BUILDING
SMALL SHED
MAIN EE CABIN
TREES
SITE LAYOUT PLAN


ELEVATION SHOWING POST SPACING
2500mm (C/C)
CROSS-SECTION OF FENCE POST
4 Lines of Barbed Wire on Bend
135° BEND
GI Chain Link Mesh (50x50mm aperture, 10 SWG)
50x4mm Flat GI Stiffeners Provided
Concrete Foundation
4 No. Barbed wire, 4 Point, 2-ply design.
75mm spacing
2.5 Metres (2500mm)
Ground Level
PROJECT
TITLE
DETAILED DRAWING FOR GI CHAIN LINK FENCING AND GATES AT KPL LEADING LIGHT TOWER
SCALE
1:20
DRAWN BY
AR
DATE
23/08/2026

(14)

Proposed Fencing of Leading Light Tower at GCB 1



SECTION – 7

FORMS OF SECURITY AND OTHER FORMATES

TABLE OF FORMS

01	FORMAT OF AWARD OF CONTRACT
02	FORMAT OF CONTRACT AGREEMENT
03	FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)
04	FORMAT POWER OF ATTORNEY
05	FORMAT FOR CLAIMS / ARBITRATION UNDERTAKING
06	FORMAT FOR AUTHORITY FROM BANK FOR ALL BGs
07	EXCEPTIONAL AND DEVIATIONS
08	PROFILE OF BIDDERS

FORMAT OF LETTER OF AWARD OF CONTRACT
(On Port Letterhead)

KPL/___/____/2026/ date_____

Letter of Award of Contract
Confidential

To .....
.....

Sub: Tender Award of contract for contract no: ---------- for the contract of ----------

Ref: Your offer no. ------- against our tender no. ---------- opened on ----------

Dear Sir/ Madam

I am directed to inform you that after evaluating the bid documents submitted by you on----------Kamarajar Port Limited is pleased to inform you that you have been selected as the successful bidder for the supply/construction of ----------. The total purchase/awarded price shall be Rs. ---------- as indicated in your financial bid submitted on ----------, in accordance with the procedures intimated in the relevant bid documents.

You/ your authorised representative is requested to be personally present at the ____ office of the Kamarajar Port at ---------- for the signing of the contract by ----------. In this respect, we also request you to submit the performance security of Rs. ---------- (Rupees in words] by ----------. On submission of the Performance Security you may apply for refund of EMD deposited by you for the above tender.

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of Rs. ---------- shall be affixed on the enclosed agreement form. This notification concludes the legally binding contract between you and the Kamarajar Port Limited, till issue of a formal contract.

Yours truly,
[Authorised Officer]

DRAFT FORM OF CONTRACT AGREEMENT

(Subject to modifications as required by the EMPLOYER)

Contract Agreement No.....of 2026

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

This CONTRACT AGREEMENT is made
This _____day of _____(month) TWO THOUSAND AND TWENTY SIX BETWEEN
1.The Kamarajar Port Limited, a company of Chennai Port Authority, Ministry of Ports, Shipping and waterways - Government of INDIA, incorporated under the Companies Act, 1956 as Amended thereafter, under the Laws of India and having its principal place of business at Vallur (Post), Chennai-120 (hereinafter called "the Port")

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

Whereas the Employer invited Tenders against tender no. 2026115131 **Various locations in Kamarajar Port"**viz. and has accepted a Tender by the Contractor in accordance with the terms and conditions of tender document, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies)[hereinafter called "the Contract Price"]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2.The following documents shall constitute the contract between the KAMARAJAR PORT LIMITED and the contractor, and each shall be read and construed as an integral part of the contract:

(a) This contract Agreement;
(b) Special Conditions of contract
(c) General conditions of contract;
(d) Technical Requirements (including schedule of Requirements and Technical Specifications, drawings);
(e) Work order
(f)The contractor's Bid and original price and Delivery schedules;
(g) And [add any other document(s)]

AND WHEREAS

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

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

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

AND

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

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

For and on behalf of the Kamarajar Port Limited

Signed:

Kamarajar Port Limited, Chennai

In the presence of

Witness:

1.

2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

1.

2.

FORMAT FOR PERFORMANCE SECURITY

(BANK GUARANTEE)

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

From:

……

…….Name and Address of the Bank…..

To:

The Deputy General Manager (Civil),

Kamarajar Port Limited,

Vallur Post,

Chennai – 600120.

Tamil Nadu

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

In favour of

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

WHEREAS, M/s ……(Name of Bidder/contractor, if individual)……., (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract **"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"**(hereinafter called to as "the Contract") and the KPL has issued Letter of Acceptance for Award of Contract to the Successful bidder.

WHEREAS the KPL has sought an unconditional and irrevocable Bank

Guarantee for an amount of Rs……(Rupees ……only) by way of Security for execution of the Contract Agreement for the Contract within a period of ……days from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

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

The Successful bidder shall execute the Contract Agreement before ……..(date) and shall perform the contract of **"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"**in accordance with the bid documents.

i. We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs……(Rupees…….only) within three (3) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.

ii. The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.

iii. This Guarantee shall be valid and shall remain in force for a period of 03 months Plus Defect Liability Period (DLP) of twelve (12) months and a period of 60 days i.e., up to and inclusive of …….(date). If DLP insisted.

iv. In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

v. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

vi. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under .....

vii. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

viii. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees_____ only);

b) This Bank Guarantee shall be valid up to _____; and

c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____(date of expiry of guarantee).

d) This Guarantee is **encashable** (Name of the Branch and address to be given).

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

Date..... (Signature of Authorized person of Bank)

Place:.....

(Name in Block letters)

.....

(Designation)

(Address).....

Bank's Seal

Authorization No.....

Witness:

1. Signature .
   Name & Address & Seal
2. Signature
   Name & address & Seal

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the value Rs 100/- in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we ..... (Name of firm with address of the registered office) ..... do hereby constitute, appoint and authorize Mr./Ms. .....(name and residential address ..... who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **"Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port""** including signing and submission of all documents and providing information/responses to Deputy General Manager (Civil), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

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

Dated this the ..... day of ..... 2026.

(Signature of authorized Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

**Notes:*

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

****

KAMARAJAR PORT LIMITED

Name of work:- "Replacement of damaged Chain-Link Fencing at Various locations in Kamarajar Port"

Tender no :- 2026115131

CLAIMS / ARBITRATION

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

Sl.No	Name of the work	Value of claims	Whether award announced, if so in whose favour.

DATE: TENDERER'S SIGNATURE WITH STAMP

LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
General Manager(CS & BD)
Kamarajar Port Limited
Vallur (P.O),
Chennai – 600 120.

Dear Sir,

Sub: Our Bank Guarantee No._____ dated _____ for Rs. _____ favoring yourselves issued on a/c of M/s. (Name of the contractor)…….

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date upto_____.

We also confirm 1)_____ 2)_____ is / are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is / are binding on the Bank.

Name of Signature of Bank Officer

EXCEPTIONS AND DEVIATIONS

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sl. No	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: However, the Bidders to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules, commercial terms as per the tender document. Duly authorized to sign this Authorization on behalf of : (complete name of tenderer)

Dated on _____ day of _____, _____(date of signing)

PROFILE OF THE BIDDER

TYPE OF VENDOR	Person / Organisation / Group
Sub-Type of the Vendor	**Person:** Mr./ Ms./ Mrs. / Artificial Juridical Person **Organisation:** Company / Firm / Government / Local Authority **Group:** Association of Persons (AOP) / Body of Individuals (BoI) / Hindu Undivided Family (HUF) / Trust (AOP) / Krish (Trust Krish)
Registered Name of the Vendor	
Type of the Vendor	MSME / MSME (SC) / MSME (ST) / Others
Address of the Registered Office or Head Office	
Mailing Address of the Vendor	
PAN	
GSTN Number	
Phone Number (with STD code)	
Fax Number	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Phone No. and Email ID of the Authorized Signatory	
Name of Contact Person	
Phone No. and Email ID of the Contact Person	
Other details, if necessary	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS* - Code of the Branch	
NEFT** - Code of the Branch	
MICR Code	

RTGS* - Real Time Gross Settlement", NEFT - *National Electronic Fund Transfer". These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Service Code'. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill -up both the rows, even if it is the same.**

Name and Designation of Signatory: **Seal & Signature of Authorized Person**
Name of Firm:
Address: