

**NEW MANGALORE PORT TRUST**  
**MARINE DEPARTMENT**

**TENDER No. NMPT/HM/PFS/2021/108 dated 29-04-2021**  
**NIT No. NMPT/HM/PFS/2021/108 dated 29-04-2021**

**e-tender No. 2021\_NMPT\_628433\_1**



***TENDER DOCUMENT***  
***FOR***

**“Hiring of 1 No. Multipurpose  
Fire Tender with Manpower for a  
period of 05 years”**

<b>Estimated Amount</b>	<b>Rs.6,93,88,000/- Excluding GST</b>
<b>E.M.D</b>	<b>Exempted. However, Bid Security Declaration to be submitted</b>
<b>Tender Fee</b>	<b>Rs.1680/-</b>

## **SCHEDULE OF TENDER (SOT)**

<b>N.I.T. No. NMPT/HM/PFS/2021/108 dated 29-04-2021</b>	
<b>TITLE OF WORK</b>	<b>“Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years”</b>

1	TENDER No.	<b>NMPT/HM/PFS/2021/108 dated 29-04-2021</b>	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	
3	e-Tender No.	<b>2021_NMPT_628433_1</b>	
4	<b>Estimated cost</b>	<b>Rs.6,93,88,000/- excluding GST</b>	
5	Earnest Money Deposit	<b>Exempted. However, Bid Security Declaration to be submitted</b>	
6	Tender Fees	<b>Rs.1680/- (1500 + 12% GST) Non-refundable.</b>	
7	Date of NIT available to parties to download	<b>29-04-2021</b>	<b>at 1400 hrs</b>
8	Date of Starting of online <b>Pre-bid queries</b>	<b>29-04-2021</b>	<b>at 1400 hrs</b>
9	Date of Closing of online <b>Pre-bid queries</b>	<b>11-05-2021</b>	<b>at 1500 hrs</b>
10	Date of Starting of e-Tender for submission Bid on line at <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	<b>20-05-2021</b>	<b>at 1000 hrs</b>
11	Date of closing of e-Tender for submission of Bid.	<b>28-05-2021</b>	<b>at 1500 hrs</b>
12	Date & Time of opening of Technical Bid.	<b>29-05-2021</b>	<b>at 1530 hr</b>
13	Date & Time of opening of Price Bid	<b>To be communicated separately by email</b>	
14	Work Contract period	<b>5 years from the date of commencement of work.</b>	
15	Validity of Tender	<b>180 days from the last date of submission of bids</b>	

Note: Amendments to the tender (if any) will be issued only through web site [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) and on CPP Portal (Central Public Procurement Portal) [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

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**IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL**

**N.I.T.No. NMPT/HM/PFS/2021/108 dated 29-04-2021**

**TITLE OF WORK: TENDER FOR “Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years”**

This is an **E-Tender** event of NMPT. You are requested to read the terms & conditions of this tender before submitting your online tender. BIDDERS who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2	Bidder then logs into the portal giving user id / password chosen during enrollment.
3	The e-token that is registered should be used by the bidder and should not be misused by others. <b>The bidder participating in the tender shall upload the tender in CPP website. If the tender uploaded by any other firm, the tender shall be rejected summarily.</b>
4	DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7	The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on <a href="http://eprocure.gov.in/eprocure/appor">http://eprocure.gov.in/eprocure/appor</a> <a href="http://www.newmangalore-port.com">www.newmangalore-port.com</a> Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9	Bidder should arrange for tender fee as specified in the tender. <b>The proof of payments made towards tender fees to be submitted along with technical bid.</b>
10	The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13	It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14	The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15	<b>The bidder has to upload the Technical bid in full shape in CPP Website only.</b> However, Power of Attorney ( <b>ANNEXURE-7</b> ) <b>in original to be submitted</b> in a sealed cover to the office of the Deputy Conservator on or before the due date <b>for opening of Technical Bid</b> . The documents uploaded in CPP website should be legible, otherwise it will be treated as invalid document. <b>The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.</b>
16	At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19	The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	Tender form Fee shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	The <b>Earnest Money Deposit (EMD)</b> is exempted. However, the bidder has to submit “ <b>Bid Security Declaration</b> ” in <b>Annexure 5</b> .
24	<b>If the successful bidder fails to sign the agreement within the stipulated time, the contract shall be cancelled.</b>
25	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26	The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
27	While imposing penalty GST shall be collected.
28	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPT. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
29	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
30	No deviation to the technical and commercial terms & conditions are allowed.
31	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature

32	<p>A. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, BIDDERS are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from web site. Please see websites of <b>NMPT / CPP</b>.</p>
33	<p><b><u>PRE-BID QUERIES</u></b></p> <p>i. Up load their questions/queries in the CPP Website.</p> <p>ii. They shall submit the same queries uploaded in CPP website in writing to The Dy. Conservator, Marine Department, NMPT, well in advance through e-mail <b>dyconservator@nmpt.gov.in</b> so that the queries can be attended to. The pre-bid queries will be received up to <b>11-05-2021 at 1500 hours. The pre-bid queries will not be entertained after the cutoff date &amp; time.</b></p> <p>iii. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in <b>Port and CPP websites</b>. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
34	<p>NMPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.</p>
35	<p>The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. <b><u>www.eprocure.gov.in/eprocure/app</u> of CPP Portal.</b></p>
36	<p>The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
37	<p>The bid will be evaluated based on the filled-in Technical &amp; commercial formats.</p>
38	<p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.</p>
39	<p><b><u>Nodal Officer:</u></b> The <b>Fire cum Assistant Safety Officer</b>, Marine Department, New Mangalore Port Trust, Panambur-575010, Mangalore, email id: <b><u>somayyanaik.k@nmpt.gov.in</u></b> , Ph: <b>0824-2887264</b></p>
40	<p><b>BOQ</b> format available in “<b>BOQ</b>” Section of CPP website.</p>

# NEW MANGALORE PORT TRUST MARINE DEPARTMENT

**N.I.T. No. NMPT/HM/PFS/2021/108 dated 29-04-2021**  
**TENDER FOR “Hiring of 1 No. Multipurpose Fire Tender with**  
**Manpower for a period of 05 years”**

## NOTICE INVITING TENDER

- a) The Deputy Conservator, New Mangalore Port Trust invites **E- tenders** in **Two Bid system** (Cost of Tender document, Techno-Commercial Bid and Price Bid) are invited on behalf of New Mangalore Port Trust (NMPT), from the reputed, bonafide, resourceful & experienced firms for the subject Work.
- b) Details of **Minimum Qualification Criteria** for the BIDDERS, time schedule and Tender fee to be submitted by the BIDDERS for participation in this tender are given below:

1.2.1	<b>Estimated cost</b>	<b>Rs.6,93,88,000/- excluding GST</b>
1.2.2	<b>Earnest Money Deposit</b>	<b>Exempted. However, Bid Security Declaration to be submitted</b>
1.2.3	Cost of Tender Document	<b>Rs.1680/-</b>
1.2.4	Tender Submission	<b>As per SOT (Pg-2) &amp; Important Instructions</b>
1.2.5	Work Contract Period.	<b>FIVE (5) years</b>
1.2.6	<b>Scope of work: Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years</b>	

<b>c</b>	<b>Minimum Qualification Criteria of the BIDDER are given below:</b>
<b>i</b>	<p><b>AVERAGE ANNUAL TURNOVER</b> Average Annual Financial Turnover during the last three years ending <b>31st March 2020</b>, should be at least <b>Rs.2,08,16,400/-</b> Bidders have to submit the following:</p> <p>(a) <b>Average Annual Financial Turnover</b> during the last three financial years [2017-18, 2018-19 and 2019-20], duly certified by the <b>Chartered Accountant.</b></p> <p>(b) <b>Audited Financial reports</b> for the last three financial years [2017-18, 2018-19 and 2019-20] balance sheets, profit and loss statements, auditors reports etc.</p>



- ii The BIDDER shall have **SUCCESSFULLY COMPLETED Similar Works such as Experience DIRECTLY in “Supply of Multipurpose Fire Tender with manning on hire basis (or) Supply of fire tender with manning on hire basis” in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / Private Company / PSUs.** during last **07 (SEVEN) years** ending on **31<sup>st</sup> March 2021** in which applications are invited, should be either of the following:

<b>Three</b> similar completed works each costing not less than (OR)	<b>Rs.2,77,55,200/-</b>
<b>Two</b> similar completed works each costing not less than (OR)	<b>Rs.3,46,94,000/-</b>
<b>One</b> similar completed work costing not less than	<b>Rs.5,55,10,400/-</b>
Bidder should have <b>GST registration</b> and copy of same to be submitted.	

**"Similar Work" means**

**“Supply of Multipurpose Fire Tender with manning on hire basis (or) Supply of fire tender with manning on hire basis”**

The BIDDERS shall enclose the self-certified copy of supporting documents, if not original to fulfill the eligibility criteria for **Minimum Qualification Criteria** viz. **Work Order** copies for similar works, **Successful Work Completion Certificates** from clients (**Not in bidder’s letter head**) indicating date of completion, **TDS certificate** towards the proof of payment received from the clients and Certificate from **Statutory Auditors** to be submitted.

**ONGOING CONTRACTs WILL NOT BE CONSIDERED FOR EXPERIENCE.**

**Deputy Conservator  
New Mangalore Port Trust**

## INSTRUCTIONS TO BIDDERS (ITB)

2.1 E- Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**Hiring of Multipurpose Fire Tender for a period of 05 years**”

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

a Technical Bid shall contain the following :

**Earnest Money Deposit is exempted.**

TENDER DOCUMENT fee of **Rs.1680/- (1500 + 12% GST)** RTGS Receipt

b **All the documents as per Clause 2.16 of ITB to be submitted.**

c **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected.**

d **PRICE BID** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE.**

Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

### 2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **28-05-2021** NMPT may at its sole discretion reserves the right to extend the date for receipt of tender.

### 2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “**Power of Attorney**” from other partners or all the partners constituting the firm. Such power of Attorney shall be submitted in Original. **Each partner shall be fully responsible for any non-compliance of Terms and conditions.**

ii In case of a Company, the tender should be signed by a person holding a valid “**Power of Attorney**” executed in his favour in accordance with the constitution of the Company.

iii **The tender document shall be duly filled in, signed and stamped on all pages.**

iv **Power of Attorney to be submitted in Original as per Annexure 7**

## 2.5 BIDDER TO INFORM HIMSELF FULLY

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General and Special Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.

The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India;, and other Statutory bodies, NMPT Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with NMPT
- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and NMPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

## 2.6 Earnest Money Deposit (EMD) and Tender Document Fee

**The EMD is exempted.** However, the bidder has to submit “**Bid Security Declaration**” in **Annexure 5**. **The tender not accompanied with “Bid Security Declaration” in Annexure 5 shall be treated as invalid and rejected summarily.**

The tender shall be accompanied by Tender Fee **Rs.1680/-** which is stipulated in the tender. **The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.** In case bidder claims exemption of Tender Fee as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME.

## **2.7 ACCEPTANCE OF TENDER:**

NMPT reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the **lowest** offer.

## **2.8 TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **180 days** from the **last date of submission of bids**. NMPT reserves their right to extend the **last date of submission of bids**. The request and the response, there to, shall be made in writing by post, email or by Fax. However, if any BIDDER agrees to extend the validity of his Tender, he shall not be permitted to modify his tender. **In case extension of validity of tender is required, it shall be done by mutual consent of Port and bidder.**

## **2.9 AMENDMENTS**

- i At any time, prior to the last date for submission of tenders, NMPT reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites
- ii The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the BIDDERS. NMPT may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. **The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and upload the same along with his Tender duly signed and sealed in all pages.**

## **2.10 ERRORS IN THE TENDER DOCUMENT:**

- i Tender shall be prepared, signed and uploaded only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

- ii The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the NMPT or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

#### **2.11 LANGUAGE OF TENDER :**

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the NMPT shall be written in the ***English language***. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

#### **2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.

#### **2.13 CURRENCY:**

Prices shall be quoted in **Indian Rupees only** and all payments will be made in **Indian Rupees**.

#### **2.14 CONTRACT WORK**

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the Work described in the Tender Documents with particular reference to the specifications, schedules, etc. annexed hereto

#### **2.15 CONTRACT PRICE**

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure 8** included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account

## 2.16 TECHNICAL BID

The Technical Bid shall be uploaded with the following documents **duly sealed and signed in all pages.**

1	<p><b>EMD and Tender Document Fee:</b> The <b>EMD is exempted</b>. However, the bidder has to submit “<b>Bid Security Declaration</b>” in <b>Annexure 5</b>. <b>The tender not accompanied with “Bid Security Declaration” in Annexure 5 shall be treated as invalid and rejected summarily.</b> The tender shall be accompanied by Tender Fee <b>Rs.1680/-</b> which is stipulated in the tender. <b>The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</b> In case bidder claims exemption of Tender Fee as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME.</p>
2	Original copy of Tender Documents along-with Prebid Clarifications, Corrigendum, Addendums if any, duly initialed on each page with company’s seal as token of acceptance of Tender Conditions & Specifications.
3	<p><b>Experience on similar works as per Clause c ii of NIT Section-1 executed during the last Seven years ending on 31-03-2021.</b></p> <p>a The document (<b>Work Order / Agreement</b>) submitted shall clearly indicate the <b>Contract Price</b> and <b>Contract Period</b>.</p> <p>b <b>Satisfactory Work Completion Certificate</b> from client (<b>Not in bidder’s letter head</b>) shall clearly indicate the <b>Contract Price</b> and <b>Contract Period</b>.</p> <p>c <b>TDS Certificate</b> towards the proof of payment received from the clients to be submitted.</p> <p>d Certificate from <b>Statutory Auditors</b> as per <b>Annexure-3</b></p>
4	GST Registration certificate. <b>The tender not accompanied with GST Registration certificate is liable to be rejected.</b>
5	PAN Card Copy
6	Copy of cancelled Cheque
7	Income Tax Returns of last three financial years [2017-18, 2018-19 and 2019-20].
8	<b>Average Annual Financial Turnover</b> during the last three financial years [2017-18, 2018-19 and 2019-20], duly certified by the Chartered Accountant.

9	Audited Financial reports for the last three financial years [2017-18, 2018-19 and 2019-20] balance sheets, profit and loss statements, auditors reports etc as per Annexure 2.
10	Covering letter in firm's letter head.
11	Bidder Information form (Annexure – 1).
12	<b>Minimum Qualification Criteria</b> of BIDDERS (Annexure – 2).
13	Bankers Details (Annexure – 4)
14	Bid Security Declaration (Annexure – 5)
15	Technical Specification of Multipurpose Fire Tender (Annexure – 6)
16	Power of Attorney (ANNEXURE-7) <b>in original to be submitted</b> in a sealed cover to the office of the Deputy Conservator on or before the due date <b>for opening of Technical Bid.</b>
17	<b>Manager</b> details with contact number to be submitted
18	<p><b>Information regarding Debarred</b></p> <p>Tenderers shall give declaration on their not having been debarred or de-listed by any government, semi-government agency or PSUs.</p> <p>a) If tenderers are found debarred or de-listed from any government, semi-government agency or PSUs during scrutiny of bids, their bid is liable to be rejected.</p> <p>b) If tenderers are found debarred or de-listed from any government, semi-government agency or PSUs during the contract period, their contract will be terminated by giving <b>90 days</b> of advance notice and their Performance Bank Guarantee shall be encashed and Retention money shall be forfeited. The bidders shall also be debarred from participating in future bids for a minimum period of <b>3 years</b>.</p>
19	<p><b>The bidder has to upload the Technical bid in full shape in CPP Website only.</b></p> <p><b>The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.</b></p>
20	<p>1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection and disqualification.</b></p> <p>2) <b>All Annexure to be neatly typed in firm's letter head and submitted.</b></p>

## 2.17 Techno-commercial Pre-Enquiries/Clarification

If any Clarification on Techno-commercial aspects, same may be forwarded to the Dy.Conservator, NMPT. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Trust shall be communicated to the BIDDERS through CPP / Port / Government websites

## **2.18 TENDER OPENING AND EVALUATION**

- i **OPENING OF TECHNICAL BID:**

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT & Important Instructions of CPP
- ii **SCRUTINY AND EVALUATION OF THE TENDERS:**
  - a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.
  - b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Trust may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
  - c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
  - d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
  - e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

## **2.19 OPENING OF PRICE BID:**

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. If any Technical Proposal is rejected, pursuant to paragraph above, the Financial Package of such BIDDER shall be returned unopened.
- c. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- d. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such BIDDERS shall be opened online.



## Annexure .1

### Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*

2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration along with Registration Details]*

3. Bidder's Year of Registration: *[insert Bidder's year of registration]*

4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

5. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB

PAN NUMBER

GST Registration Numbers

(Authorised Signatory)

Company Seal:

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**

## Annexure .2

### MINIMUM QUALIFICATION CRITERIA OF BIDDERS

Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
<b>1.</b>	<b>List of all Completed Contracts during the last SEVEN (07) years similar in nature ending on 31-03-2021:</b>				
<b>a)</b>	<b>Work Order for each completed work is to be enclosed.</b>				
<b>b)</b>	<b>Work Completion Certificate from the client (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total Contract Amount in INR.</b>				
<b>c)</b>	<b>The copy of TDS Certificate is to be enclosed for confirmation of the total contract amount of work carried out for which Work Completion Certificate is submitted.</b>				

**Note:**

**ONGOING CONTRACTs WILL NOT BE CONSIDERED FOR EXPERIENCE.**

The works mentioned in this **Annexure-2** only shall be considered for evaluation. Work orders / agreements uploaded / submitted along with the technical bid, other than the ones mentioned in this **Annexure-2** shall not be considered for evaluation, even if they are meeting the **Minimum Qualification** criteria. Bidder shall not have any claim on this account later on.

The Bidder shall enclose Self attested photo copies of full work order/agreements for "similar works" along with the detailed BOQ and completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value for the contracts mentioned at **Annexure-2** without fail. **If the work order/agreement required for the Minimum Qualification of the bidder and Annexure 2 (Sr.No.1 to 4) are not submitted in full along with the Technical Bid, the bid shall be rejected summarily.** No clarification shall be sought in this regard. TDS certificate clearly showing the tax deduction from client shall be submitted.

<b>2. Turnover of the Firm:</b>						
<b>YEAR</b>			<b>TURN OVER</b>			
LAST THREE FINANCIAL YEARS ENDING 31 <sup>ST</sup> MARCH OF THE PREVIOUS YEAR			<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	
<b>Attachments:</b>						
i)	A statement <b>duly certified by the Chartered Accountant</b> showing the average Financial Turnover of the BIDDER over the last three Financial years <b>[2017-18, 2018-19 and 2019-20]</b> .					
ii)	Audited Financial reports for the last <b>three</b> Financial years <b>[2017-18, 2018-19 and 2019-20]</b> - balance sheets, profit and loss statements, auditors reports etc					
<b>3 GST Registration Certificate</b> Copy of GST Registration Certificate to be enclosed						
<b>4 Existing commitments and ongoing works</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
S.No.	Description of work	Contract No. date	Name of the client	Contract value	Period of contract	
					from	to

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**

## Annexure .3

### PAYMENT RECEIPT DETAILS CERTIFIED BY STATUTORY AUDITOR

Name of the Contractor/Firm: .....

Details of payment received in **Indian Rupees (INR)** for the completed similar work during the last **seven years**:

1	Name of Work	
2	Work Order No. and Date	
3	Extension orders to the work order mentioned at Sl No.2 if any with order No and date.	
4	Work Completion Certificate No. & date	
5	Period of contract as per Work Order	
6	Actual Commencement & Completion date of contract.	
7	Total payment received (Excl. of Service Tax/GST)	

Name of the Statutory auditor :

Signature & Seal of the Statutory Auditor

Ph No :

Email ID :

**UDIN No** .....

#### NOTE:

If the Similar work is a part of any main work order submitted by the bidder for **Minimum Qualification Criteria**, then the value in **INR** entered at **Sr.No.7** of **Annexure-3**, shall be only for the similar works requirement of the tender (For similar works, please refer **Clause No. C-(ii)** of NIT). If the value entered at **Sr.No.7** of **Annexure-3**, is for the entire works which may include works other than similar work, then the work order shall not be considered for evaluation.

(Example: If the submitted work order for **Minimum Qualification Criteria** at **Annexure-3** is for Housekeeping services with a contract value of **Rs 3 Crores** and O & M of fire fighting facilities is only a part of this contract, wherein the value assigned for the O & M of Fire fighting system alone as per BOQ is **Rs.50 lakhs** excluding GST, then the value entered at **Sr.No.7** of **Annexure-3**, shall be **Rs.50 lakhs** excluding GST. If the completion certificate submitted for this work order, indicates value for the entire works, then the value (**Rs.50 lakhs**) pertaining only to O & M of Fire fighting system shall be entered at **Sr.No.7** of **Annexure-3**, excluding GST, at **Sr.No.7** of **Annexure-3** and shall be certified by the Statutory auditor. If the value entered at **Sr.No.7** of **Annexure-3** is **Rs 3 crores**, then the work order shall not be considered for evaluation).

**NOTE: The above details should be typed in the CA's letter head and submitted with signature and seal.**

## Annexure .4

### Bankers Details for E Payment

1.	Name of the firm (Bidder)	
2.	Full address of the firm (Bidder) registered under GST (All correspondence will be made to this address only)	
3.	Telephone No. of the beneficiary (Bidder)	
4.	Mobile No. of the beneficiary (Bidder)	
5.	Fax No. of the beneficiary	
6.	Email ID:	
7.	Account No.	
8.	Account Type (SB or CA or OD)	
9.	Name of the Bank	
10.	Full address of Branch	
11.	MICR code (Should be 9 digit)	
12.	Bank IFSC Code No.	
13.	GST Registration No.	
14.	PAN Card No.	

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**

**BID SECURITY DECLARATION FORM**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To,

**The Deputy Conservator,**  
NMPT, Panambur, Mangaluru.

Sub : E-tender for **“Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years”**

I/We. The undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with NMPT for a period of **five (5) year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity/extended Bid validity (i) fail or refuse to execute/commence the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders or (iii) fails to sign the agreement within the specified time frame in the tender

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**NOTE: The above details should be typed in the firm’s letter head and submitted with signature and seal.**

## Annexure –6

### TECHNICAL SPECIFICATION OF MULTIPURPOSE FIRE TENDER

SI No	Description	
1	<b>IS 10460: Indian standard requirement of multipurpose fire tender</b>	
2	<b>Built: TATA / Ashok Leyland / BharatBenz or equivalent</b>	
3	<b>Model: Not earlier than 2019</b>	
4	<b>Pump: Not less than 2250 LPM @ 7kg / cm<sup>2</sup></b>	
5	<b>Water tank capacity: Minimum 4000 Liters</b>	
6	<b>Foam tank capacity: Minimum 1000 liters</b>	
7	<b>Dry Chemical Powder: Minimum 500 Kgs</b>	
8	<b>Seating capacity: Minimum 7 members</b>	
9	<b>Extension ladder - 10.5 Mtr extension ladder ( see IS : 4571- 19771 or IS : 930-19772 )</b>	
10	<b>MULTIPURPOSE FIRE TENDER EQUIPMENTS Clause No.47(A)</b>	
11	<b>MULTIPURPOSE FIRE TENDER ACCESSORIES Clause No.47(B)</b>	

The specification of the **MULTIPURPOSE FIRE TENDER** for which tendering is made shall be **NEATLY TYPED** / descriptive in nature with all technical particulars without any ambiguity as per **Clause No.47 (A) and (B)** of GCC.

Signature of the Bidder with date  
Company Seal:

## Annexure - 7

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

### **FORMAT OF POWER OF ATTORNEY** (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF -----  
(Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.



I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Two thousand \_\_\_\_\_).

WHEREAS, even though this sub-delegation is signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON  
\_\_\_\_\_ BY  
(Name of authorized person to delegate powers)

WITNESS:  
SIGNED AND RECEIVED ON  
\_\_\_\_\_ BY  
(Name & designation of Attorney)

**SPECIMEN FORM OF CONTRACT AGREEMENT**

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

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

THIS CONTRACT AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

BETWEEN

(1) The Board of Trustees of the **New Mangalore Port Trust**, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Major Port Trust Act,1963 as Amended thereafter, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**"),

and

(2) [insert name of Bidder ], [incorporated under] the laws of [ insert: country of Bidder ] and having its principal place of business at [ insert: address of Bidder] (hereinafter called "**the Contractor**").

WHEREAS the PORT invited Tenders against tender **no.....** for execution of "**Hiring of 1 No. Multipurpose Fire Tender with Manpower for a period of 05 years**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST ] (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 **Port** 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) Notice Inviting Tender and Tender No. .... **dated** .....
  - (e) Replies issued to the Pre-bid queries, Corrigendum to Tender
  - (f) The Bidder's original Price Bid
  - (g) The Port's Work Order No. .... **dated** .....
  - (h) Add here any other document(s)

AND WHEREAS

**PORT** 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 **PORT** 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, **Contractor** does hereby agree to pay such sums as may be due to **PORT** for the services rendered by **PORT** to **Contractor** as set forth in CONTRACT and such other sums as may become payable to **PORT** towards loss, damage to the **PORT'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 India on the day, month and year indicated above.

The Agreement is assigned as ..... dated ..... And contains pages from **01** to .....

**For and on behalf of the PORT**

**For and on behalf of the Contractor**

Signed: (insert signature)  
in the capacity of [insert title or other appropriate designation ]

Signed: [insert signature of authorized representative(s) of the Contractor] in the capacity of (insert title or other appropriate designation)

in the presence of [insert identification of official witness]

in the presence of [insert identification of official witness]

**SPECIMEN BANK GUARANTEE FORM FOR  
PERFORMANCE GUARANTEE**

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

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

1. In consideration of the Board of Trustees of the Port of **New Mangalore Port Trust, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of **New Mangalore Port Trust**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No \_\_\_\_\_ date \_\_\_\_ made between the BIDDERS and the Board for execution of \_\_\_\_\_ covered under Tender No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Trust** an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only).
3. We, \_\_\_\_\_ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the Port Trust certifies that the terms and conditions of the said contract have been fully and

properly carried out by the said BIDDERS and accordingly discharge this guarantee PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the BIDDERS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.  
This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

**Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly**

It is also hereby agreed that the Courts in **Mangalore** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

6. We, \_\_\_\_\_ (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing
7. **“Notwithstanding anything contained herein:**
- a) **Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);**
  - b) **This Bank Guarantee shall be valid upto \_\_\_\_\_; 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).”**

Date day of 20

Signature

For (Name of Bank)  
(Name)

**INDEMNITY BOND**

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)

This deed of indemnity is executed by .....herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port Trust, Panambur, Mangalore 575010, herein after referred to as 'indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herin a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the **Work Order No.....** valued at **Rs.....**

AND Wheareas, the **Clause No....** of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub contractor during the period of tender/contract.

AND whereas, the indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The indemnifier shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition)Act,1970 & the contract labour (Regulations & Abolition)Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable .Any obligations finding or otherwise missed under any statutory enactments Rules & Regulations there under shall be the responsibility of the indemnifier and the indemnified will have no responsibility for the same.

The indemnifier shall obtain Workmen’s Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the indemnifier after verification of the validity and if admissible as per rules.

The indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents/accidents, which may lead to fatality including death, permanent/partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen’s / staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....  
INDEMNIFIER  
(Signature with name and Designation)  
Company Seal

Station:  
Date :

Witness:  
1.....  
Signature with Seal, Designation &Address

2.....  
Signature with Seal, Designation &Address

**(Should be typed in the Firm's /Contractor's official letter head)**

**UNDER TAKING**

We, **M/s**..... acknowledge, undertake and agree that our employees / labourers shall at all times observe and comply with relevant legislations and procedures/rules related to safety, Environmental and security aspects. We also confirm that,

- 1) The Employer (NMPT) shall not be liable for any accident, damage or compensation payable to any workman or other person in the Employment of **M/s**..... or any Subcontractor of **M/s**..... or any other person deployed by us for work inside Port premises.
- 2) **Employer liability Insurance** : **M/s**..... shall indemnify and keep indemnified the Employer i.e. NMPT against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of **M/s**..... or our subcontractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer (NMPT) shall be at liberty to deduct or adjust from the bills of **M/s**..... an amount the Employer (NMPT) may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation to any accident or injury referred to above without any reference to **M/s**.....
- 3) **M/s**..... shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and Abolition) Act,1970 and the contract labour (Regulations and Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the Payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and to Muncipal by-laws or other Statutory Rules and Regulations whatsoever in force, if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility **M/s**..... and the NMPT will take no responsibility for the same. **M/s**..... shall take Workmen's Compensation policy for their workers ,who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4) **M/s**..... are liable to pay all statutory compensation to the Labourers / persons engaged by as for the satisfactory execution of the works. If any claim is made against New Mangalore Port Trust on this work, the Port Trust shall have the right to deduct the same from the bill amount/BG payable to **M/s**..... after verification of the validity and if admissibile as per rules.
- 5) **PERSONAL PROTECTIVE EQUIPMENTS:**  
**M/s**..... shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by their staff at site.
- 6) In case of unforeseen incident/accidents including the Employees engaged by us the responsibility and accountability for such Incident/accident, which may lead to fatality including death, financially and legally lies with only **M/s**..... or our subcontractor. NMPT and its officers are no-way responsible.

Place:  
Date:

Signature:  
Seal:



## **GENERAL CONDITIONS OF CONTRACT** **INDEX**

<b>Clause No</b>	<b>Description</b>
1.0	Definition
2.0	Commencement of Contract
3.0	Contract period
4.0	Termination for default
5.0	Penalty for delaying commencement of contract.
6.0	Force Majeure
7.0	Insurance
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10.0	Contract agreement
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## GENERAL CONDITIONS OF CONTRACT

### 1 Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) "**Employer**" means Board of Trustees of New Mangalore Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the **Employer**.
- f) "**Work**" or "**Works**" shall mean the **Hiring of 1 No. Multipurpose Fire Tender with Manpower** to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "**Site**" shall mean the area of working place.
- h) "**Approved**" or "**Approval**" shall mean approval in writing.
- i) "**Month**" shall mean English Calendar Month.
- j) "**Engineer-in-charge/representative**" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) "**SOT**": **Schedule of Tender**

## **2 COMMENCEMENT OF CONTRACT**

The successful operator shall commence the job within **90 days** from the date of ISSUE OF WORK ORDER.

## **3 CONTRACT PERIOD**

The Contract period is for **5 years (FIVE years)** from the date of Commencement of Contract.

## **4 TERMINATION FOR DEFAULT**

- a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
  - i. If the Bidder fails to **commence the contract** within the period as specified in the contract or any extension granted by the Port.
  - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
- b) In case of termination of contract for default by the Bidder, the bidder will be **banned** for a period of **3 years** to participate in any of the future tender of New Mangalore Port Trust.
- c) The contract may be terminated by NMPT by giving written notice to the bidder, at least **90 days** in advance and bidder shall not have right of any claim on NMPT on account of such termination, if they don't comply the above conditions **Clause No.4 a) and b)**

## **5 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT:**

As per Work Order issued, the successful contractor shall commence the job within **90 days** from the date of ISSUE OF WORK ORDER. **If the contractor fail to comply the date, the Penalty will be imposed at ½ % per day of the total contractual value. However the maximum amount of Penalty shall be 10% of the contract price.** If the job is not commenced within **20 days** beyond **90 days** from the date of issue of work order, the contract shall be liable to be cancelled **and the performance guarantee will be forfeited.** In the event of imposing the **Penalty, GST as applicable shall be collected.**

## 6 FORCE MAJEURE:

- (A) In this **Clause “Force Majeure”** means and exceptional event or circumstances,
- a) which is beyond party's (Employer or Contractor) control
  - b) which such party could not reasonably have provided against before entering into the contract
  - c) which, having arisen, such party could not reasonably have avoided or overcome
  - d) which is not substantially attributable to the other party

**Force Majeure** may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub contractor
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity

The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of **Force Majeure**, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

(B) Measures to be taken:

- A party affected by an event of **Force Majeure** shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of **Force Majeure** shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible
- The parties shall take all reasonable measures to minimise the consequences of any event of **Force Majeure**.

## **7 INSURANCE:**

The insurance for the **staff and their vehicle** shall be arranged by the Contractor.

The Contractor shall take the insurance policy covering all type of risks of all employees engaged by them.

## **8 CONDUCT:**

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. *The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.*

## **9 WORK ORDER:**

The Work Order will be issued by the Competent Authority intimating the Bidder about the proposed acceptance of tender.

## **10 CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on **Rs.100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form 1**) for the due and proper fulfillment of the contract within **28 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** with your Original Technical bids and submit to the employer within **07 days** after signing of Agreement by the EMPLOYER and CONTRACTOR.

**If the successful bidder fails to sign the agreement within 28 days, the contract shall be cancelled.**

## **11 ARBITRATION:**

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and modifications thereof. Arbitration shall be held in **Mangalore**. The arbitration proceedings shall be in **English**.

The disputes so raised shall be referred to a panel of **three** Arbitrators, of which one to be appointed by the NMPT and other by the contractor. The Arbitration proceedings shall take place in Mangalore or Administration building, NMPT, Panambur only and same shall be under Jurisdiction of Court of Mangalore.

## **12 LANGUAGE AND LAW:**

The language in which the Contract documents shall be drawn up shall be in English.

## **13 SAFETY:**

The Bidder shall be responsible for the safety of all activities at the Site. The contractor should supervise the safety of the staff at all time.

## **14 TAX:**

The rate quoted by the Bidder is exclusive of GST. Applicable GST to be shown separately in Tax Invoice and same will be reimbursed. All the GST returns needs to be filled within time limit. The contractor shall file the applicable returns with Tax Department in time and submit the same as documentary evidence. Input Tax credit lost if any due to non-filing of returns will be recovered from contractor.

After the last date of bid submission date, other than GST if any new taxes, levies, duties imposed by the Govt. is applicable to this contract, same shall be reimbursed by the employer on production of documentary evidence

## **15 E PAYMENT**

The option of e-payment is available to the Bidder. The BIDDERS are required to furnish the following information as per the enclosed format (**Annexure 4**) for opting e-payment along with a copy of a cheque.

## **16 CANTEEN FACILITIES**

The Canteen facilities may be availed by the Contractor on chargeable basis for the contractor / personnel deployed.

## **17 PROTECTION OF ENVIRONMENT**

All measures and aspects to be adapted to protect the environment

## **18 SAFETY REGULATIONS**

Working personnel should wear proper PPE and follow the safety regulations of Port.

## 19 PERFORMANCE SECURITY

- 19.1 Performance Security should be **3 % of Total Contract value + GST** and should be submitted as Bank Guarantee as per Format given in **Form-2** within **28 days** of issue of Work Order preferably from a **Nationalised / Scheduled Banks** with a validity of **One year** and claim period of **3 months**. However the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Bidder has to renew the BG well in advance to avoid penalty / encashment.
- 19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.
- 19.4 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5 “**Performance Security in the form of Bank Guarantee**” shall be released after finalizing final bill.

## 20 STAFF PASS

**Free Port Entry Passes** will be issued for the staff & their vehicles. However, RFID card to be purchased from Pass section at bidder's cost. The cost of each card is **Rs.150/-** appx.

- 21 The bidder should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.
- 22 The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (NMPT) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- 23 The Bidder or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

- 24** In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced **within 24 hrs.**

## **25 PAYMENTS**

- a) **The monthly bill in complete shape** i.e. Applicable ESI, PF, copy of Attendance Register, copy of Wage Register, documentary proof **like Bank statement** for salary paid to the staff through bank etc. are to be submitted to the office of the Deputy Conservator and payment will be made within **15 days** from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.
- c) **GST will be paid extra as applicable.**
- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) No interest on account of delayed payments.
- f) Any claim for interest will not be entertained by the NMPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPT in making payment. Further No interest will be paid on Retention money of Performance Security.
- g) **Payment will be made only in INDIAN RUPEES.**
- h) **Bank statement of the Contractor to be submitted along with the monthly bill.**
- i) Contractor shall deposit the wages to his employee's Bank account on or before 7<sup>th</sup> of every month. A copy of the proof of the amount transferred to his employees shall be submitted to the Marine Engineer Division.

## **26 PRICES**

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

## **27 DEVIATION**

The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

## **28 ALTERATION**

Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.



## **29 ALTERNATIVE/CONDITIONAL TENDER**

In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.

## **30 BRIBES**

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

## **31 ASSIGNMENT AND SUBLETTING**

The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Performance Bank Guarantee (Security Deposit) shall be forfeited.

## **32 SUPPLY OF FUEL, FRESH WATER, FOAM and DCP:**

- a) The **FRESH WATER** supply only for washing and cleaning the **Multipurpose Fire Tender** shall be provided **at free of cost**.
- b) **AFFF 3%** foam liquid and **DRY CHEMICAL POWDER** will be provided by Fire Dept., NMPT.
- c) **SUPPLY OF FUEL and Water for operation will be provided free of cost by Fire Dept., NMPT.**

Such supply will be made periodically as per the requisition of the contractor sufficiently in advance. In the event of any difficulty faced by NMPT for supply of **fuel & fresh water**, the contractor will be requested to supply the same to the **Multipurpose Fire Tender** and the cost will be reimbursed at actuals including transportation cost on production of supporting documents. **A log book shall be maintained by the Multipurpose Fire Tender -in-charge indicating the running hours, day-to-day Fuel consumption, fuel tank soundings, balance fuel etc.**

## **33 Office space:**

One room shall be provided inside wharf at Port's convenience at free of cost for setting up temporary office

## **34 Manager**

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities.

**35 PORT CHARGES**

The Multipurpose Fire Tender/s shall be exempted from Port charges. Parking facilities will be provided to the Multipurpose Fire Tender free of cost as per the convenience of the port.

**36 ADDRESS**

Address mentioned in GST Registration Form will be considered for all future correspondence as per Annexure – 4.

**37 MOBILIZATION & DEMOBILIZATION**

The contractor shall bear all expenses for mobilization /demobilization.

**38 PAYMENT OF WAGES TO STAFF**

- i. The payment of wages to the staff engaged by the contractor shall not be less than the wages applicable.
- ii. The wages paid shall be maintained in the prescribed register and payment through bank account only.
- iii. The wages paid shall be paid by the 7<sup>th</sup> day of every month

**39 ALCOHOLIC LIQUOR OR DRUG**

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

**40 PRICE BID EVALUATION:**

Price bid of those tenderers, who have qualified techno-commercially, will be opened and price bid evaluation for Multipurpose Fire Tender will be calculated as per the following:

<b>Charter hire rates per day (Basic rate excluding GST)</b>	<b>= X</b>
<b>Total Contract Amount</b>	<b>= (X) x 1826 days</b>

**41 POLLUTION DAMAGES**

The Contractor shall be liable for pollution damage and the cost of clean up, which has occurred due to the Contractor’s and / or the Contractor’s personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

## 42 SCOPE OF WORK

42.1 **MANNING**: Supply of Multipurpose Fire Tender as per **Clause No.47** of GCC and Multipurpose Fire Tender to be manned suitably 24x7 (**3 shifts**) basis round the year (including weekly off / Public holidays) as per the requirement

**Staff shall be utilized along with the existing system/staff for operation.**

42.2 **OPERATION**: Multipurpose Fire Tender to be operated for Firefighting Purposes and any other purposes as instructed by the Deputy Conservator / Harbour Master / Fire Officer or his representative including providing assistance to other organizations as part of Mutual Aid obligation of the Port.

42.3 **MAINTENANCE**:

A. **MAINTENANCE**: The Multipurpose Fire Tender should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. Sufficient fuel to be kept at all times.

B. **ACCESSORIES**: The operator to maintain all the accessories and equipments fitted on tender to keep the Multipurpose Fire Tender in operative readiness at all times.

C. **REPAIR WORKS**:

The entire repair works and associated works to be taken up and expenses borne by the operator.

D. **PAINTING**: Multipurpose Fire Tender to be painted periodically to look presentable at all the time during the period of contract. The operator to arrange the paints, thinner etc. at their cost.

E. **SPARES**: Spares required for maintenance/defect rectification of Multipurpose Fire Tender to be arranged by the operator.

F. **CERTIFICATES**: The operator to maintain the Fitness Certificate as per statutory requirements at bidder's cost. All certificates including Fitness Certificate, Registration Certificate, Emission Test certificate, Insurance Certificate of the Fire Tender & Staff to be valid all time during the contract period

G. **ANNUAL PERFORMANCE TEST**: Multipurpose Fire Tender performance test must be provided every year for the conditions of the vehicle operation during an emergency in the presence of Fire Officer.

#### **43 JOINT INSPECTION:**

A Joint inspection will be carried out at NEW MANGALORE PORT before the **Multipurpose Fire Tender** is deployed for operation to assess the

- Quantity of fuel,
- Certificate of FFA items as per **Clause No.47**,
- All certificates i.e. Fitness Certificate, Registration Certificate, Emission Test certificate, Insurance Certificate of the Fire Tender & Staff, **Police Verification Certificate** etc.

The quantity fuel (ROB) on **Multipurpose Fire Tender** at the time of **ON-HIRE** and **OFF-HIRE** would be considered and applicable payment for the difference in **OFF-HIRE** and **ON-HIRE** quantity of fuel based on prevailing price of fuel would be paid by the Port or recovered from the contractor.

#### **44 DOWNTIME:**

The Contractor shall be allowed a downtime of **one day for each completed month of service** during the contract period for upkeeping of **Multipurpose Fire Tender**. However, the contractor must take prior permission of the Deputy Conservator, NMPT, before laying up the **Multipurpose Fire Tender** to carry out such maintenance work. The contractor can accumulate a **maximum downtime up to 6 days** in a year during the contract period to carry out any work / repairs (**From the date of Commencement of Contract**). Any down time not availed within respective year will lapse without any charges. However, at any time at a stretch not more than **2 days** can be availed to carry out any repairs/maintenance. If the downtime is beyond **2 days**, a **SUBSTITUTE MULTIPURPOSE FIRE TENDER** shall be provided as per **Clause No.46** failing which PENALTY will be levied as per **Clause No.45**.

#### **45 PENALTY for NON AVAILABILITY OF MULTIPURPOSE FIRE TENDER INCLUDING FULL COMPLIMENTS (MANPOWER)**

The contractor shall provide a substitute Multipurpose Fire Tender as per **Clause No. 46** failing which the following **penalty** will be imposed.

Up to 7 days	=	<b>25 %</b> of hire charges per day	+ No hire charges
8 to 14 days	=	<b>50 %</b> of hire charges per day	+ No hire charges
15 to 21 days	=	<b>75 %</b> of hire charges per day	+ No hire charges
22 to 30 days	=	<b>100 %</b> of hire charges per day	+ No hire charges

For non-availability for part of the day, proportionate charges will be deducted on prorate basis and the basis of calculation.

- a) If the Multipurpose Fire Tender is not available up to **30 minutes**, there is no penalty. If non-availability continued **beyond 30 minutes**, then it will be considered as **one full hour**.
- b) One hour and part thereof will also be considered as full hours i.e if the Multipurpose Fire Tender is not available for **1 hour 20 minutes**, then non availability will be considered as **2 hours** and so on.

**However, if the contractor is not providing a Multipurpose Fire Tender as per the contract even after a lapse of 32 days (2 days down time + 30 days penalty duration), the contract is liable to be terminated and the performance guarantee will be forfeited.**

#### **46 SUBSTITUTE MULTIPURPOSE FIRE TENDER**

The contractor shall arrange and provide a suitable and acceptable substitute Multipurpose Fire Tender whenever the Multipurpose Fire Tender is not available **beyond 2 days of down time** as per **Clause No.44**.

If the Multipurpose Fire Tender is found not operating as per tender conditions, the Deputy Conservator has right to ask the contractor to replace the Multipurpose Fire Tender within **30 Days**.

#### **47 MULTIPURPOSE FIRE TENDER REQUIREMENTS:**

**A.Multipurpose Fire Tender** as per **IS: 10460** – to be built on **TATA / Ashok Leyland / BharatBenz or equivalent** shall be in good working condition and model of **not earlier than 2019** at the time of deployment. **THE VEHICLE TO BE REGISTERED IN MANGALORE RTO BEFORE COMMENCEMENT OF CONTRACT.**

### **Fire Tender also fitted with the following equipments:**

<b>S.No.</b>	<b>Description</b>	<b>Qty.</b>
1	Centrifugal Fire pump having discharge capacity of 2250 LPM at 7 kg/cm <sup>2</sup> pressure with priming system	1 No.
2	Water Tank	4000 liters
3	Foam Tank	1000 liters
4	DCP capacity	500 Kg
5	1 X 100 mm suction inlet and 2 X 63 mm delivery outlets	1 set
6	Heavy duty full torque Power	1 No.
7	Long rang Foam cum Water monitor	1 No.
8	Water & Foam level indicator	1 No.
9	Open circuit type indirect cooling system	1 No.
10	Foam proportioning system	1 No.
11	Hose reel hose	1 No.
12	Siren, Battery operated P.A. System	1 No.
13	Fire Bell	1 No.
14	12 V Battery Charger	1 No.
15	Foam transfer pump (Semi rotary type)	1 No.

### **B.ACCESSORIES**

Accessories / Equipments shall be provided with the Fire Tender:

<b>S.No.</b>	<b>Description</b>	<b>Qty.</b>
1.	Extension ladder — 10.5 Mtr ( see IS : 4571- 19771 or IS : 930-19772 )	1 No.
2	Armoured suction hose complete with round thread couplings to suit the pump inlet — 2.5 Mtr long ( see IS : 2410-19633 ) and IS : 902-19744 )	4 lengths
3	Delivery hose, 63 mm, rubber lined in 30 m lengths ( see type II of IS : 636-19795 ) complete with instantaneous couplings ( see IS : 903-19756 )	10 lengths
4.	Suction strainer for item 2 ( see IS : 907- 19657 )	1
5	Basket strainer for item 2 ( see IS : 3582- 19668 )	1
6	Dividing breaching made of light alloy ( see IS : 5131- 19699 )	2
7	Collecting breachings made out of light alloy ( see IS : 905-198010 )	2

8	Suction wrenches ( see IS : 4643-196811 )	1 pair
9	Long line, 50 mm circumference, 30 Mtr long ( see IS : 1084-196912 )	2 lengths
10	Short line, 50 mm circumference, 15 Mtr long ( see IS : 1084-196912 ) 2 lengths IS : 10460 - 1983	16
11	Hose bandages, rubberised [ ( see IS : 5612 (Part I)-197713 ) ]	12
12	Hose clamps [ see IS : 5612 (Part II)- 197714 ]	6
13	Hydrant valve key and bar [( see IS : 910- 198015 )]	1 set
14	Protective clothing for firemen complete with gloves, boots, helmets with suitable face shield made out of material capable of reflecting at least 95 percent of radiant heat temperatures around 1 500 to 2 000°C and also afford some protection against direct flame. The suit will be of sufficient size to accommodate a breathing apparatus to users.	2 sets
15	Fog nozzle ( see IS : 952-196916 ) with extension applicator with fog head.	1
16	Hand controlled branch for 63 mm size hose coupling.	1
17	Branch pipe, universal ( see IS : 2871- 198317 )	1
18	Branch with revolving head ( see IS : 906-197218 )	1
19	Branch pipe ( see IS : 903-19756 )	4
20	Nozzle of sizes 12 mm, 16 mm, 20 mm and 32 mm (two each) ( see IS : 903-19756 ) a) Adaptor for 100 mm suction female screw coupling and 63 mm male instantaneous. b)Adaptor double female instantaneous pattern 63mm. c) Adaptor double male instantaneous pattern 63 mm.	2 2 2
21	Nozzle spanners ( see IS : 903-19756 )	2
22	Portable electric box lamp with rechargeable accumulator.	2
23	Flameproof lamp (usable in the present of inflammable gases of vapours)	2
24	First aid box for 10 persons	1
25	Rubber gloves (in case) ( see IS : 4770- 196819 )	4pairs
26	Axe, large ( see IS : 703-196620 )	1
27	Spade	1

28	Pick axe ( see IS : 273-197321 )	1
29	Crow bar ( see IS : 704-196822 )	1
30	Sledge hammer, 6.5 kg ( see IS : 841- 196823 )	1
31	Carpenter's saw, 60 cm ( see IS : 5098- 196424 )	1
32	Hydraulic jack — 16 tonne	1
33	Tool kit	1
34	Suction strainer (shoe type) 100mm size	1 No.
35	Basket strainer (cylindrical type)	1 No.
36	Long line 50 mm manila, 30 Mtr long (IS:1084)	2 length
37	Short line 50 mm manila, 15 Mtr long (IS:1084)	2 length
38	Self Contained Breathing Apparatus (SCBA- Ultra Light- Carbon Composite Cylinders) sets with one spare air cylinder of 45 min. duration of 6 ltrs. 300 bar pressure shall be CE marked to EN 137 & face mask to EN 136 CL3/ 111. Air cylinder & its value shall have NOC from CCE – Nagpur.	4 Set
39	Aluminised asbester suit	4 Nos.
40	FB 5 X (Foam Making Branch)	2 Nos
41	Tool Kit	1 No
42	Multipurpose hand held nozzle (made of light alloy extruded construction conf. to 64430 –WP grade, twist type control for straight jet, spray, and wide angle fog)	2 No's.

### **C.Manning Pattern**

#### **Manpower per shift of 8 Hours**

1	Fireman cum Driver cum Leading Fireman	6 persons
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**Note:**

Reliever for Weekly off day (or) Public off day of rest may be arranged by the contractor. Uniforms for all Crew members shall be provided by the Contractor.



## D. Manpower & Qualification

1	Fireman cum Driver cum Leading Fireman	6 personnel per shift	a) Matriculation b) Capable to perform all types fire drills c) Possession of valid Heavy driving license and at least 3 years experience in driving of heavy motor vehicles d) Experience of handling Centrifugal pump e) One month basic firefighting training in recognized fire Service Institution. f) Control room operator training will be provided by the Port Fire Service
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### D.Shift Timings:

- 1<sup>st</sup> shift 0600 to 1400 hours
- 2<sup>nd</sup> shift 1400 to 2200 hours
- 3<sup>rd</sup> shift 2200 to 0600 hours

**E.**The Multipurpose Fire Tender shall have valid registration with yellow board and shall comply with the provisions of Motor Vehicles Act/rules, to the extent applicable.

### 48 PERSONAL PROTECTIVE EQUIPMENT: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE and Uniforms items (Khaki uniform with badges and barret cap) to his staff and he shall also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, Belts, Safety Shoe, Gum boots etc. by his staff at site.

**49** The Fire Tender shall display a Board indicating “**ON NMPT DUTY** and “**NEW MANGALORE PORT FIRE SERVICE**”.

### 50 MAINTENANCE OF LOG BOOK:

Log Book shall be maintained in the prescribed format and signature of the user, official /officers should be taken for each trip of such official journeys performed. The log book shall be obtained from the respective officer to whom the Fire Tender is allotted.

**51 Hot work**

Hot work if any to be carried out with due approval from Fire Officer, NMPT.

**52** In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the Contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

**53** The Employer (NMPT) will not be **responsible** for any damage / loss suffered by the staff due to errors of the Supervisor / staff or any reason whatsoever.

**54 FALSE INFORMATION**

In case any of the information furnished by the bidder is found to be wrong / false during scrutiny, Bid shall be disqualified & rejected.

**55** The Employer (NMPT) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Sub contractor.

**56** Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPT against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

**57** The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition )Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory

Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPT will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

**58** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Trust on this work, the Port Trust shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

**59** The Contractor shall be solely responsible, at his own cost, for the supply of required PPE and Uniforms items (Khaki uniform with badges and barret cap) to his staff and he shall also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, Belts, Safety Shoe, Gum boots etc. by his staff at site.

The Contractor shall be solely responsible for use of PPE by his staff at site.

**60** NMPT reserves the right to terminate the contract without assigning any reason by giving **3 months** notice in writing.

**61** The contractor has to submit an **Indemnity Bond** as per prescribed format **Form No.3** prior to commencement of work.

**62** The contractor has to submit an **Undertaking** as per prescribed format **Form No.4** prior to commencement of work.

**63 POLICE VERIFICATION:**

At all times, the contractor will be responsible to ensure that the staff engaged by him are security cleared by Police Station of worker's residential area. Police verification of all employees should be done by proprietor/contractor/Firm/Agency **prior to deployment**. The contractor will also ensure that no person employed by him for the services has been/is involved in any activity against the interest of the state.

Date:

Signature of the bidder with stamp & address

## **PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the Board of Trustees of **New Mangalore Port Trust** acting through Shri \_\_\_\_\_, (Name & Designation of the Officer), New Mangalore Port Trust (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for \_\_\_\_\_ and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Trust.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the 'BUYER/ EMPLOYER'**

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5\* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ..... (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
- i) Bank Draft or a Pay Order in favour of **FA & CAO, NMPT**
  - ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
  - iii) Any other mode or through any other instrument (to be specified in the Bid Document).

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of **six** months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **6.Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### **7. Fall Clause**

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

#### **8. Independent Monitors**

8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission

Name and Address of the Monitor .

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.



8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

#### **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/EMPLOYER

BIDDER

Name of the Officer  
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_,

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign BIDDERS.

**Address of IEMs**

**Shri. Prem Chand Pankaj**, Ex CMD NEEPCO

M402, Pioneer Park,

Sector 61, Golf Course, Extn Road,

**GURGAON**. Mob: +919717433886

[prempankaj@gmail.com](mailto:prempankaj@gmail.com)

# BOQ - PRICE SCHEDULE

Description	Amount per day in INR
<b>DAY CHARGES TOWARDS HIRING OF MULTIPURPOSE FIRE TENDER WITH MANPOWER FOR A PERIOD OF 5 YEARS EXCLUDING GST</b>	

- 1 Rate to be filled up by the bidder as per BOQ.**
- 2 GST will be paid extra as applicable.
- 3 The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.**
- 4 The Bidder whose Price Bid is found to be the **Lowest** shall be considered for award of Contract.
- 5 Price bid evaluation will be as per **Clause No.40** of GCC.

## **NMPT BANK DETAILS FOR REMITTING TENDER FEES**

Name of Payee: **The FA & CAO, NMPT, Panambur, Mangalore.**

1	Name of the Bank:	<b>State Bank of India,</b> Panambur, Mangalore Pin: - 575 010.
2	Bank A/C No.	<b>10205649448</b>
3	IFSC Code:	<b>SBIN0002249</b>
4	MICR Code:	<b>575002011</b>