

Bid Document

Bid Details	
Bid End Date/Time	20-07-2022 17:00:00
Bid Opening Date/Time	20-07-2022 17:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Ports, Shipping And Waterways
Department Name	Na
Organisation Name	New Mangalore Port Trust Panambur Mangalore Karnataka
Office Name	Panambur
Total Quantity	2000
Item Category	Supply of Bioremediation product
BOQ Title	Supply of Bioremediation Enzyme
Minimum Average Annual Turnover of the bidder (For 3 Years)	18 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	5800000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.36
EMD Amount	136880

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

FA AND CAO

Panambur, NA, New Mangalore Port Trust Panambur Mangalore Karnataka, Ministry of Ports, Shipping and Waterways

(Fa And Cao, New Mangalore Port Trust)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-06-2022 11:00:00	Gem-Online

Supply Of Bioremediation Product

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Vinayaraj C G	575010,New Mangalore Port Trust Panambur Mangalore	2000	30

Buyer Added Bid Specific Terms and Conditions

1. **Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address New Mangalore Port Trust Panambur Mangalore Karnataka 575010.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

8. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

9. **Generic**

Loading and Unloading at yard will be under the scope of the supplier.

10. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

11. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

12. **Generic**

For Supply of Chemicals/Gases etc. in Cylinders, Bidders have to provide free rental period of 5 days for supplied cylinders.

13. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name FA AND CAO NMPT Account No. 10205649448 IFSC Code SBIN0000871 Bank Name STATE BANK OF INDIA Branch address PANAMBUR..

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

15. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

16. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

17. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

18. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

19. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

20. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

General Terms & Condition:

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1. **Guarantee Period:** Guarantee period is 02 year on handing over equipment after satisfactory completion of all trials. During the Guarantee period, contractor shall be responsible for any defects that may develop under proper use, arising from faulty material workmanship in the work, but otherwise and shall at his own cost rectify such defects, when called upon to do by the competent authority. Provision for replacement of material shall be made along with IACS certification, if found defective or poor quality.

The firm has to submit test certificate during delivery of product. The qualified firm must submit test certificate (from National Institute of Oceanography, Goa for safe use at sea and ICG) on completion of 24 months from the date of product delivery to release BG/Payment.

2. **Payment Terms & Security deposit:** Please note that neither any type of

advance/partial payment will be made nor document through Bank will be accepted. Only 97% Payment will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the user department along with all relevant documents- Guarantee/ Warranty Certificates/ Invoices etc. Balance 3% of the total Tax Invoice Value will be retained as SECURITY DEPOSIT and will be released without interest after completion of Guarantee/ Warrantee Period. Alternatively 100% Payment will be made against submission of Bank Guarantee for equivalent value towards security deposit from any Nationalized Bank and en-cashable at Panambur Mangalore. The BG should be valid for a minimum period of 24 months from the date of Supply of Explosive Vapour detector, with claim period of 3 months thereafter.

- a) The bill of cost in duplicate may be sent to the undersigned for arranging the payment and full payment will be made within 20 days on submitting the bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Regn No. etc.
- c) Any claim for on account of delayed payments will not be entertained by the NMPA
- d) Any claim for interest will not be entertained by the NMPA 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 NMPA in making payment. Further No interest will be paid on Retention money of Performance Security.
- e) Payment will be made only in INDIAN RUPEES.

3. **Security Deposit:** 3% of the total bill amount including GST would be retained towards security deposit which will be refunded without interest less deductions of any sum that may become due from the contractor, after expiry of guarantee period and on making an application thereof.

4. **Completion Period:** The time allotted to deliver the items followed by commissioning/trials is 30 days from the date of issue of Supply Order, failing which Penalty applicable as per Clause 5 of Terms and Conditions.

5. If the supplied item is same as demo item and if it fulfils all the specifications/ criteria which are shown at the time of demo before opening of price bid, then 97% of payment will be released within 20 days from receipt of item and commissioning of same.

6. **Insurance:** No insurance charges are payable by this department and the goods are to be Dispatched to Berth No 13, New Mangalore Port Authority, Panambur Mangalore (Karnataka State) at the risk of successful Tenderer. Any loss or damage in transit will have to be borne by the successful Tenderer.
7. **Test Certificate:** The test certificate shall be valid for 5 years with detail parameter used for all type of oil shall be certified by national institute of Oceanography, Goa. Also the efficiency of the Bioremediation agent shall be accepted and certified by the Indian Coast guard as per NOS DCP Requirement. Original certificates to be submitted.
8. **Spillage:** Bidder is sole responsible for loss, clean up and disposal of Bioremediation agent.
9. The materials to be supplied from the latest manufactured batch, against Purchase Order within 30 days from the date of issue of Purchase Orders. The Supplier should replace the consignment if item is not as per technical specification of BOQ as mentioned in Part VI.
10. The materials shall be securely packed and dispatched to Berth No 13, New Mangalore Port Authority, Panambur, Mangalore 10, duly covering the transit insurance. Any damage to the items during transportation shall be to suppliers account. If the supplied items are rejected due to any error/ defects in the technical specification/Make/Quality/Size/Weight, supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately without any delay.
11. The Port Trust reserves the right to reject any of the tender without assigning any reason there of and does not bind to accept lowest quotation.
12. **Banning /Debarring:**
In the following cases, firms or individuals shall be banned / debarred including declaring them ineligible, either indefinitely or for a stated

period of time, to participate in the tenders to be floated:

- a) In the event of withdrawal from the bidding process after submission of offers.
- b) In the event of not honoring the letter of intent and the PO/Work order.
- c) Fail to supply the ordered materials/execute the work in the prescribed period.
- d) If any of the bidder(s) is found presenting misleading/ false information/ documents in the tender forms, statements, bills and invoices etc.
- e) If a firm submits fraudulent, un-en cashable Financial Instruments stipulated under the Tender and Contractual conditions.
- f) If a firm violates the Code of Ethics mentioned above and directly or through an agent, engages in corrupt, fraudulent, collusive or coercive practices in procurement or execution of Contract.
- g) If makes fraudulent attempts to pass off or mis-declare inferior goods or short quantities.
- h) If violation of Fall Clause by Rate Contract holding Firms.
- i) If attempts to influence NMPA's decisions on scrutiny, comparison, valuation and award of Tender.
- j) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Govt. of India. (Normally such banning/ blacklisting would be initiated by the Central Govt. / Ministry).

Names of Banned/ Debarred firms will be widely shared and put on the Website, to prevent inadvertent business dealings by any unit of Port. An order for banning/debarring passed for 2 years shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning/ debarring passed on account of doubtful loyalty to the country or national security consideration shall continue to remain in force until it is specifically revoked.

13. Disputes

- a. Any disputes relating to the Bid and supply order shall be settle by amicable settlement between Contractor and Employer failing which matter will be refer to CME, NMPA whose decision shall be final and binding on both parties.

- b. The agreement shall be governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

14. Law: The Work order shall be considered and made in accordance with the laws of the Republic of India. The Work order shall be governed by and interpreted in accordance with the laws of the Republic of India.

15. Penalty (LD Clause): The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part thereof, subject to a maximum of 10% of the total tax invoice value of the item. In the event of forfeiting the LD / SD GST is applicable & while imposing penalty GST shall be collected.

16. Taxes and Duties:

- a) Income Tax (TDS) as at such rates applicable from time to time will be deducted at source from bills and a certificate to this effect will be incurred. The deduction of TDS can however be waived if exemption Certificate is produced from Income Tax Authorities. Deduction of Income Tax at reduced rates can be considered subject to production of valid certificate for the period from Income Tax. TDS as 2% as on supply order will be deducted towards TDS on GST if the order value exceeds Rs.2,50,000/-.
- b) On the bids quoting GST, the rate and the nature of tax applicable at the time of supply should be shown separately. Taxes will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

17. Effective Date of the Contract Order: Normally the contract shall come into effect on the date of its acknowledgment by the NMPA (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract Order.

- 18. Dispute Resolution:** All disputes or differences arising out of or in connection with the Work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Work order or relating to construction or performance, which cannot be settled amicably, shall be referred to the Chairman NMPA, whose decision shall be final and binding on either parties. The Agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.
- 19. Dispute resolution Board:** Either party aggrieved by the decision of the Chairman NMPA may refer the dispute before Dispute resolution Board. Dispute resolution Board shall consist of a presiding officer as mutually agreed by both the parties failing which will be nominated by Chairman NMPA. The said board may resolve the dispute as per procedure evolved by it. However subject to compliance of principle of natural justice. Advocates are not allowed to participate in the proceedings before the board and both parties shall be represented by their full time Officer. The decision/order passed by the board shall be final and binding on both parties. The cost of proceedings will be borne by both parties.
- 20. Penalty for use of Undue influence:** The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NMPA or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Work order or any other Work order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Work order or any other Work order with the Government of India. Any breach of the aforesaid undertaking by the NMPA or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the NMPA or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPA to cancel the Work order and all or any other Supply Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPA or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or

inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPA or to any other person in a position to influence any Officer /employee of the NMPA for showing any favor in relation to this or any other Supply Order shall render the Bidder to such liability/ penalty as NMPA may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPA.

21. **Access to Books of Accounts:** In case it is found to the satisfaction of NMPA that the bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the bidder, on a specific request of NMPA, shall provide necessary information/ inspection of the relevant financial documents/information.
22. GST as applicable would be paid extra. Income Tax on supply, commissioning, testing, certification and trails charges would be deducted as applicable is being deducted from the bill.
23. All damages to the Port properties during repairs will be at Contractors account.
24. The required tools and plant, labour, materials etc. should be arranged by you.
25. The firm has to submit BANKER DETAILS along with Bid.
26. 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 Authority/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.
27. **Personal Protective Equipment's:** The contractor 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.

28. The Employer (NMPA) 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.
29. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA 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 or 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.
30. The Contractor 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 (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 if 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 NMPA 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
31. The successful bidder has to submit an Undertaking as per prescribed format prior to commencement of work.

- a) Hot work: Hot work if any to be carried out with prior approval/hot work permit from PORT FIRE SERVICE.
- b) Protection of Environment: All measures and aspects to be adopted to protect the environment.
- c) Safety Regulations: Working personnel should wear proper PPE and follow the port safety regulations.

32. PASS for Port Entry: Free Port Entry Passes will be issued for the personnel & vehicle of the firm. However, RFID card to be purchased from Pass section at bidder's cost. The cost of each card is Rs.150/- appx

33. The bidder should also note that they should employ the staff of Indian Nationals only.

34. The Bidder or his staff shall not indulge in smuggling or illegal activities 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.

35. 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.

36. Alcoholic Liquor Or Drug: The contractor shall not otherwise than in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale or disposal by his agent or employees.

37. The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the NMPA is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

38. 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.
39. The Employer (NMPA) will not be responsible for any damage / loss suffered by the staff due to errors of the Supervisor / staff or any reason whatsoever.
40. **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 wilful, 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.
41. **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.
42. **Certificate:** All relevant certificates shall be genuine and approved by the class surveyor. Fabric tensile strength and its fittings shall be tested and certified in authorised testing lab approved by the class surveyor. Original certificates to be submitted.
43. **Inspection Third Party Inspection:** The inspection and sample test report of bioremediation agent for all types of oil are to be carried out by National Institute of Oceanography, Goa and same to be approved by Indian Coast Guard.

TPI charges are included in quoted prices, and no additional charges shall be paid by Buyer. It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by NMPA for any delay/lapse in this regard.

44. Force Majeure: Notwithstanding anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time not more than 10 days from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

45. Pre-bid queries: Pre-bid queries shall be uploaded online through GEM portal as detailed in the bid. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on Gem Portal.

46. Scrutiny And Evaluation Of The Tender

- a) Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined in the Bid, accompanied by EMD & Tender fee and is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.
- b) Conditional offer or alternative offers will not be considered and shall not be evaluated further in the process of tender evaluation.
- c) A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill 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 Authority 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) To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. 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.
- f) If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

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

48. Mobilization & Demobilization, Crane or any Lifting Tools: The contractor shall bear all expenses for mobilization /de-mobilization and Crane or any Lifting Tools.

49. Participation in Bidding : As per CVC guideline participation of consultant in tender-guideline regarding the firm hired to provide consulting services for the preparation or implementation of project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same assignment, which by its nature, may be in conflict with another assignment of the consultants- in this regard M/s Viraj Clean Sea Enterprises Pvt Ltd. Mumbai was consultant for oil spill Risk assessment of NMPA, cannot be participate in this bidding.

50. Bidder must furnish documents as per attached formats.

21. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---