



NEW MANGALORE PORT AUTHORITY

(Ministry of Ports, Shipping & Waterways, Govt. of India)

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TENDER NO: 6/Tower-AC/EE(E)II/2022

Dated: 17/10/2022

TENDER DOCUMENT FOR

PROVIDING TOWER AIR CONDITIONER UNITS TO CRUISE LOUNGE

2022

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SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

N.I.T. No. 6/Tower-AC/EE(E)II/2022

Dated: 17/10/2022

TITLE OF WORK: TENDER FOR “Providing Tower Air Conditioner Units to Cruise Lounge”.

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.
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 attach them along with bid documents during bid submission. This will ensure easier upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit documents as stated in the tender document; otherwise, the bid will be rejected.

7.

BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
8.

If there are queries connected with this tender, have to be clarified online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or www.newmangalore-port.com. All documents to be submitted, as indicated in the tender schedule and they should be in PDF formats.
9.

Bidder should arrange for the Bid Security declaration and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10.

The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
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 that can be uploaded at the server end. However, the upload is dependent 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 file size is optimum. 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, Bid Submission Process is completed. 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 delay or the difficulties faced during submission of bids online by the bidders due to local issues.
15.

The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

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 along with all other relevant details. The documents submitted by the bidder should then 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 proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
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 correctness of the bid.
19.

The bidder should ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids
20.

The 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. 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 and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

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PART-II

SCHEDULE OF TENDER (SoT)

NOTICE INVITING TENDER

N.I.T. No.6/Tower-AC/EE(E)II/2022

Date: 17/10/2022

TITLE OF WORK: TENDER FOR “Providing Tower Air Conditioner Units to Cruise Lounge”

1	TENDER NO.	6/Tower-AC/EE(E)II/2022 dtd.17.10.2022
2	MODE OF TENDER	E-Procurement System (Online Two Cover Techno-Commercial & Price Bid,) through e-procurement portal

		https://eprocure.gov.in/cppp/
3	Estimated Cost	Rs.13,21,200/- (Rupees Thirteen Lakhs Twenty one Thousand Two Hundred) excluding applicable GST.
4	Earnest Money Deposit	Rs.31,200/- (Rupees Thirty One Thousand Two Hundred only) inclusive of 18% GST 'OR' exemption certificate as per clause No 2.2.1(n) of ITB
5	Tender Fees	Rs.560/- (Rupees Five Hundred and sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(n) of ITB
6	Date of NIT available to parties to download	17/10/2022 at 18.00 hrs
7	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	18/10/2022 at 10.00 HRS
8	Date of closing of e-Tender for submission of Bid.	07/11/2022 at 15.00 HRS
9	Date & Time of opening of Technical Bid. Price Bid.	08/11/2022 at 15.00 HRS To be communicated separately
10	Contract period	30 (Thirty) Days from the date of issue of Work order
11	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

Sd/-

Executive Engineer (E)II

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

E - tenders in Two Cover system (Techno-Commercial Bid & Price Bid) are invited by Executive Engineer(E)-II on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of **“Providing Tower Air Conditioner Units to Cruise Lounge”**.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following:

- a) EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted.
- b) Earnest Money Deposit of **Rs.31,200/-** (Rupees Thirty One Thousand Two Hundred only) inclusive of 18% GST- NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- c) TENDER FEE for **Rs. 560/-** (Rupees five hundred sixty only) inclusive of 12% GST - non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by NMPA if any.
- f) Particulars of Bidder - **Annexure - 1.**
- g) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client,
- h) Tender Form as per **Annexure - 2.**
- i) Bank Details of the Bidder for E-Payment – **Annexure - 7.**
- j) Copies of the Valid GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- k) Copies of profit and loss statements, balance sheet and Auditor's report for the last three years.
- l) Form of Declaration – **Annexure - 5**
- m) Power of Attorney: - **Annexure - 6**
- n) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & 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 Ministry of MSME shall be exempted of EMD & Tender Fee on producing self attested supporting certificates and Bid Security Declaration as per Annexure-1 along with Technical Bid.
- o) Dispute review Board – **Annexure - 8**
- p) Details of ongoing contracts at NMPA – **Annexure - 9**
- q) Verification of Local Content – **Annexure - 10**
- r) Undertaking on Indemnification – **Annexure - 11**
- s) Indemnity Bond – **Annexure -12.**

2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and

Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. 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. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

2.3.1 The invitation for bids is open only to all eligible Bidders meeting the experience as defined in clause No 2.4.

2.3.2 Tender Form information as per **Annexure - 2**.

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

2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS (MQC):

2.4.1 FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of **Rs.3,96,400/-** for the last 3 financial years 2018-19, 2019-20 & 2020-21.

Note:- 1. Documentary evidence duly self attested viz–**Auditor’s Certificates (with UDIN No)**/balance sheet / latest income tax return filed/profit and loss statement for three years shall be uploaded along with the bid.

2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending **March 2021**. The Bidder shall be technically qualified, only if his balance Financial Capacity

after reduction, is equal to or more than the estimate put to tender.

{Example: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in **Annexure-9**, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/-(Rupees Six lakhs only)}

2.4.2 **TECHNICAL CRITERIA:**

- i) The Bidder shall have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited should be either of the following:

One similar completed work costing not less than **Rs.10,57,000/-**
(Excluding GST)

OR

Two similar completed works each costing not less than **Rs.6,60,600/-**
(Excluding GST).

OR

Three similar completed works each costing not less than **Rs.5,28,500/-**
(Excluding GST).

“Similar Work” means **“SITC of Air Conditioner Units or any work having SITC of Air Conditioners”**.

In order to meet the Technical criteria as per clause No.2.4.2.(i) above, the bidder shall submit the following documents along with the technical bid.

- a. Self attested photo copies of LOA/Work Order/Agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be attached for verification.

Note: The BOQ & Scope of work supporting the LOA/Work order/Agreements should have Clients endorsement.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:

- 2.4.3.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

2.4.4 **LAST DATE FOR SUBMISSION OF TENDER:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 **RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:**

2.5.1 The contractor may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.

2.5.2 The GST as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.5.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

2.6 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.6.1 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.

2.6.2 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.

2.7 **ONE BID PER BIDDER**

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

2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or

1. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
2. Submit more than one Tender in this Tendering process.

- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work 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.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 Earnest Money Deposit:

- 2.9.1 The tender shall be accompanied by proof (NEFT/RTGS) of Earnest Money deposit of **Rs.31,200/-** (Rupees Thirty One Thousand Two Hundred only) inclusive of 18% GST **'OR'** exemption certificate as per clause No 2.2.1(n) of ITB. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1(n).
- 2.9.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**
- 2.9.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be

refunded (without interest) only on receipt of **Security Deposit cum Performance Guarantee** as stipulated in the tender clause **2.20**. In the event of forfeiting of EMD/SD and while imposing LD/penalty GST shall be collected.

2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **28 days** from the date of issue of **Letter of Acceptance**, otherwise penalty @ 0.25% of the amount of the Performance Guarantee for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission shall be levied maximum up to 2.5% of the amount of the Performance Bank Guarantee.

2.9.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.

2.9.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if

2.9.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.6.2 The successful Bidder fails within the specified time limit to:

- b. Sign the Agreement AND / OR furnish the required Performance security.
- c. Fail to commence the work on the specified date as per LOA/Work order.
- d. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
- e. If any information or representation submitted by Bidder is found to be false or incorrect.
- f. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

2.11.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.11.2 The Addendum/Corrigendum so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA 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 submit the same along with his Tender duly signed and sealed in all pages.

2.12 LANGUAGE OF TENDER :

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA 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.

2.13 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 disqualification of the bidder as per clause 2.9 of Tender Document.

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES: Not Applicable

2.16 TENDER OPENING AND EVALUATION:

2.16.1 **OPENING OF TECHNICAL BID:** Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid Security Declaration & Tender fee (if applicable), EMD (if applicable) and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.

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

2.16.2.3 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. 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.

- 2.16.2.4 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.
- 2.16.2.5 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 others 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.
- 2.16.2.6 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.

2.16.3 **OPENING OF PRICE BID:**

- i. Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- ii. 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.
- iii. The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.
- iv. The evaluation shall be done on the basis of **lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- v. Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions):-
 - a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
 - b. If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class-I Local

- supplier subject to matching the L1 price.
- c. In case such Lowest eligible Class- I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

Note: The Class-I local supplier/Class-II Local Supplier shall submit the self attested copy of Annexure-11 compulsorily along with the Bid clearly indicating the percentage of local content (local staffs that the contractor shall be deploying, in case the contract is awarded to him) and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

- vi. The Bidder, whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 7 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the **ANNEXURE-3** of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- vii. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- viii. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- ix. **The price Bid with any counter conditions will be summarily rejected.**

2.17 AWARD OF CONTRACT:

Award Criteria: The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No.2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL:

Notwithstanding Clause No.2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the “letter of acceptance”) will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”).
- 2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.
- 2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the **Annexure-4** with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value **Rs.100/- issued from Mangaluru jurisdiction. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 14 Days from the Date of issue of LOA/Work order.** The completion period of the contract shall be as mentioned in the LOA/Work order. **The Bidder shall submit 10 sets of Agreement copies at his own cost.**

2.20 PERFORMANCE SECURITY:

Performance security for a sum equivalent of **3%** of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format **within 28 days** from the date of issue of LOA/Work order. The Bank Guarantee shall also be cashable at Mangalore. The Bank Guarantee shall be kept valid for the total contract period and Guarantee for one year **plus Three Months claim Period**. Thereafter, the total of 3% of Performance Security shall be released to the Contractor after successful completion of the Guarantee Period, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No. 2.9 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Three Months claim period.

- Note:-** i) The Penalty for the delay in submission of the Performance Guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.
- ii) The performance security shall be complied as per the orders/amendments issued by the Authorities

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/Contractors under this contract,

observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer;

- i. defines, for the purpose of these provisions, the terms set forth below as follows:
 - a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- ii. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iii. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

Executive Engineer (Ele)II.

3. GENERAL TERMS & CONDITIONS OF THE CONTRACT

A: GENERAL:

3.1 DEFINITIONS:

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

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

- ii. **Compensation Events** are those defined in Clause No.3.30.
- iii. The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Clause No.3.36.
- iv. The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause No. 3.2(iii).
- v. The **Contract Data** defines the documents and other information which comprise the Contract.
- vi. The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- vii. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- viii. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- ix. **Days** are calendar days, **months** are calendar months.
- x. A **Defect** is any part of the Works not completed in accordance with the Contract.
- xi. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- xii. The **Employer** is the party who will employ the Contractor to carry out the Works.
- xiii. The **Site** is the area defined as such in the Contract Data.
- xiv. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
- xv. **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- xvi. The **Engineer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- xvii. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.

- xviii. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
- xix. A **Variation** is an instruction given by the Engineer or his nominee which varies the Works.
- xx. The **Works** are what the Contract requires the Contractor to Supply, install and turn over to the Employer as defined in the Contract Data.
- xxi. **“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- xxii. **“Class – I local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement , has local content equal to or more than 50%.
- xxiii **“Class – II Local Supplier“** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- xxiv **“Non Local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- xxv **“Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- xxvi **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- xxvii **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- xxviii **“Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 INTERPRETATION:

- i. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- ii. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to

the Completion Date and Intended Completion date for the whole of the Works).

- iii. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Intent and work order.
 - c. Contractors Bid
 - d. Contract Data
 - e. Conditions of Contract including Special Conditions of Contract.
 - f. Specifications
 - g. Drawings, if any
 - h. Bill of quantities and
 - i. any other documents listed in the Contract Data as forming part of the Contract.

3.3 LANGUAGE AND LAW:

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

3.4 ENGINEER OR HIS NOMINEES DECISION:

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

3.5 DELEGATION:

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

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

3.7 PERSONNEL: The Contractor shall employ the personnel as Onsite Support Resource as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

If the Engineer or his nominee asks the contractor to remove a person who is a member of the contractor's staff of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

3.8 EMPLOYERS AND CONTRACTORS RISKS:

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

3.9 EMPLOYERS RISKS:

The Employers risks are

- a. in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:

1. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 2. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 3. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 4. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 5. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 6. Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.
- b. loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - d. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 1. could not have reasonably foreseen, or
 2. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

3.10 CONTRACTORS RISKS:

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

3.11 INSURANCE:

The insurance shall be as follows;

1. All the materials shall stand insured in the name of New Mangalore Port Authority from the time of arrival at site till commencement of installation against fire, pilferage and damage for the value of 90% of each item. The charges for the insurance shall be borne by the Contractor.
2. During erection and till the work is completed and satisfactory taken over by the N.M.P.A after testing the materials shall stand covered by suitable erection Insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

3. All the men/women to be deployed by the Contractor for performing the contract shall be insured against injury/accidents/death by the Contractor at his own cost.
4. The Contractor shall indemnify New Mangalore Port Authority against all losses and claims In case of death or injury caused to any person by him during the execution of the work.
5. The Contractor shall effect and maintain the following policies at no cost to NMPA, during Contract period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).
 - i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement (persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials/pipeline/cargo/inventories/equipment/other facilities belonging to third party and inclusive of properties during construction/erection/ Government properties.
 - c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment/material/property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer 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 Contactor'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.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.

The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all

claims for bodily injury and property damage that may arise from the performance of the work

3.12 THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION PERIOD:

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the Bar Chart submitted by the contractor as updated with the approval of the Engineer or his nominee, and complete them by the Intended Completion Date.

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

3.14 POSSESSION OF THE SITE:

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

3.15 ACCESS TO THE SITE:

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

3.16 INSTRUCTIONS:

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

3.17 DISPUTES:

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

3.17.1 SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB].

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation / Arbitral Award.

3.17.2 **Arbitration:** Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be decided by arbitration as set forth below:

- i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.
- ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
- iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/ Chairman's order, making such an appointment shall be furnished to both the parties.
- v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English
- vi) The Arbitration shall be conducted by the experts from the panel of CIDC-SIAC Arbitration Center.
- vii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

- viii) All arbitration awards shall be in writing and shall state the reasons for the award.
- ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

3.18 BAR CHART:

1. Bar Chart showing stage wise activities of the work should be uploaded **along with the Technical Bid**. However, the successful Bidder shall review the Bar Chart & take prior approval from the Engineer before commencement of work.
2. An update of the Bar Chart shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
3. The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved Program.
4. The Contractor shall submit to the Engineer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
5. The Engineer or his nominee's approval of the Bar Chart shall not alter the Contractor's obligations. The Contractor may revise the Bar Chart and submit it to the Engineer or his nominee again at any time. A revised Bar Chart is to show the effect of Variations and Compensation Events.

3.19 EXTENSION OF INTENDED COMPLETION DATE:

1. The Engineer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
2. The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

3.20 DELAYS ORDERED BY THE ENGINEER OR HIS NOMINEE:

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

3.21 MANAGEMENT MEETINGS:

1. Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
2. The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

3.22 EARLY WARNING:

1. The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
2. The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

B. QUALITY CONTROL:

3.23 IDENTIFY DEFECTS:

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

3.24 TESTS:

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

3.25 CORRECTION OF DEFECTS:

1. The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
2. Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice.

3.26 UNCORRECTED DEFECTS:

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

C. COST CONTROL:

3.27 BILL OF QUANTITIES:

1. The Bill of Quantities shall contain items for the supply, installation, testing and commissioning work.
2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

3.28 VARIATIONS AND ITS VALUATION:

- i. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- ii. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows;
 - a. Increase or decrease the quantity of any work included in the Contract.
 - b. Omit any work included in the contract.
 - c. Change the routes, position and dimensions of any part of the work.
 - d. Execute extra and additional work of any kind necessary for completion of the works.
- iii. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- iv. Provided variation in the quantity of any work will be permitted which is necessary to complete the works where such increase is not the result of any variation order given under this clause but is the result of the quantities exceeding those stated in the bill of quantities. Provided the variation shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such variation shall be deemed to be an order in writing within the meaning of this clause.
- v. No price escalation is allowed. The rate(s) quoted against the work shall remain firm during the entire contract period. Any change in Forex/rate shall not be considered for price variation.
- vi. The purpose of this document is to define the minimum requirements for the supply, design & engineering, manufacturing, installation, inspection, Commissioning and documentation of all the items and other activities as per BOQ (Bill of Quantities) attached with tender document, for the Job/ construction contractor in performing the work of **"Providing Tower Air Conditioner Units to Cruise Lounge"**.
- vii. The Contractor shall note that all the activities that are required to be performed for completion and successful commissioning of the project

needs to be considered in his scope of work. Any missing activities/ supplies in BOQ or in any other project issued documents, but essential for the completion and success full implementation of the project shall be the sole responsibility of the contractor at his cost.

- viii. a. The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b. The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c. All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

3.29 PAYMENTS:

Running bills will be paid for at quoted rates for the items in schedule, after acceptance of Bank Guarantee which shall be valid for whole contract period including Guarantee period. Payment will be made within 15 days from the date of receipt of bill, after receipt of items / satisfactory testing & commissioning of system.

Running Account Bill claim shall be submitted separately and corresponding GST for the value of service shall be shown in the tax invoice / Bill Claim. Following are the stages of Payment;

- a. 70% (Seventy percent) of supplied Item rate against receipt of material at site in good condition and after inspection of the same.
- b. 20% (Twenty Percent) of supplied item rate after completion of Installation, Testing and commissioning etc. and 90 % (Ninety Percent) of payment against items covering only Installation, Testing and commissioning.
- c. 10% (ten percent) will be paid on successful completion of the work and issue of Taking Over Certificate in respect of the subject works (totally 100%) after acceptance of Performance Security Deposit (performance Bank Guarantee) for 3% (Three percent) value of Contract Price to cover guarantee period.
- d. For BOQ items having “Supply and laying/installation/fixing/running/testing/commissioning etc.....”, 70% of quoted rate will be considered for supply of items and balance 30% will be considered for laying/installation/fixing/running/testing/commissioning etc. and payment terms at a, b & c above will be applied accordingly.

Payment along with applicable GST will be released within 15 days subject to recoveries if any, from the date of submission of Tax Invoice after satisfactory completion of work in all respect.

3.30 COMPENSATION EVENTS:

The nominee gives an instruction for dealing with an unforeseen following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable;

- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- d. The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- e. The Engineer or his condition, caused by the Employer, or additional work required for safety or other reasons.
- f. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- g. Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the Contractor will notify the employer, within 14 days in writing. If a compensation event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much the Intended Completion Date shall be extended.

3.31 LIQUIDATED DAMAGES:

- i. In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 0.5% of the contract price plus applicable GST per week of delay or part thereof subject to a maximum of 10 per cent of the contract price.
- ii. The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to 0.5% of the contract value plus applicable GST for each week or part thereof subject to the ceiling defined in Clause **3.31(i)**.

- iii. The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- iv. The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- v. In the event of such termination of the contract as described in clauses **3.31(iii) or 3.31(iv)** or both the Employer shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.
- vi. Contractor hereby agree after due assessment of damages that there will be definite loss to the Employer in case of delay in completion of work and the amount of Liquidated damages fixed above is genuine and reasonable to be recovered. Contractor hereby further agrees that Employer is not required to prove the loss suffered to him before recovery of LD.

3.32 OBLIGATIONS OF THE CONTRACTOR:

- i. The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract within the Time for Completion. The Contractor shall be fully responsible to the NMPA for proper, efficient and effective discharge of their duties.
- ii. The Contractor shall when called upon so to do enter into and execute a Contract agreement as per clause **2.19** of this tender document.
- iii. The successful Tenderer shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause **2.20** of this tender document.
- iv. If the Board shall consider itself entitled to any claim under the performance Guarantee it shall forth with so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 20 days after the receipt of such notice the Board shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- v. The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

3.33 EXECUTION:

The Contractor shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

3.34 EXTRAS:

Any extra expenses incurred in connection to the Works by the NMPA in the performance of the Works owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any

amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the NMPA may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the NMPA may determine.

3.35 EXISTING SERVICES: The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the Port operation. Any damage/loss caused by the contractor to the Port property, same shall be rectified at his own cost without any delay with the satisfaction of the Engineer.

3.36 COMPLETION PERIOD:

Providing Tower Air Conditioner Units to Cruise Lounge shall be completed within **30 (Thirty) Days** from the date of issue of Letter of Acceptance (LoA).

3.37 INSPECTION & TESTS:

- i. The Employer or his representative shall have right to inspect the work being carried out under this Contract and to test the system to confirm conformity with the specifications. The employer shall notify the Contractor in writing of the identity of a representatives retained for these purposes.
- ii. The tests may be conducted on the premises of the Contractor or its subcontractor (s) at point of delivery and at the final destination. Where conducted on the premises of the Contractor or its subcontractor (s), all reasonable facilities and assistance shall be furnished to the inspector at no discharge to the Employer.
- iii. Should any tested systems fail to conform to the specification, the Employer may reject them, and the Contractor shall make suitable alterations with prior approval of Employer to meet the requirements of the specifications, without any effect on cost of delivery times / project schedules.
- iv. The Employer's right to inspect, test and where necessary, reject the system shall be in no way limited or waived by reason of the systems having previously been tested and passed by the Employer or its representatives prior to dispatch of the system.
- v. The Contractor shall submit the Quality Assurance plan (QAP), Technical drawings for prior approval before commencement of Inspection / Test at manufacturer's work / Site to the Inspection Agencies / Engineers representatives.

3.38 FINAL ACCEPTANCE:

Upon completion of the work under the Contract a meeting shall be held for the purpose of accepting the system and services. Such meeting shall constitute the Final Acceptance Test under the Contract. In case defects or shortcomings or both which are considered essential, a new meeting shall be convened when the contractor has given notice of completion of the corrective work carried out. Otherwise NMPA may accept the system if the defects or shortcomings or both are not considered essential and the Contractor has agreed to carry out the modifications in conformity with this Contract.

3.39 REJECTION OF DEFECTIVE WORK:

- i. If the complete system at site or any portion thereof before being taken over, is defective, or fail to fulfill the requirements of the Contract, the Engineer shall give notice to the Contractor setting forth particulars of such defects and the Contractor shall forthwith make the defective supply/Installation good or alter the same to make it comply with the requirements of the Contract.
- ii. If Contractor fails to do so within a reasonable time, NMPA may reject and replace the same at the cost of Contractor, the whole, or any portion of the work, as the case may be, which is defective or fails to fulfill the requirements of the Contract. The Contractor's fails and extreme liability under this clause shall be satisfied by the payment to NMPA, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the Contractor's bill.
- iii. If any supply of defective items shall have caused delay in the completion of the Contract so as to give rise to a claim for damage on the part of the NMPA under Clause **3.26** of Tender Document nothing contained in this clause shall interfere with or prejudice any rights of the Authority with respect to such claim.

3.40 TAKING OVER CERTIFICATE:

When the whole of the works have been substantially completed and have satisfactorily passed any tests on completion prescribed by the contract, the contractor may give a notice to that effect to the engineer, with a copy to the employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the defects liability period. Such notice and undertaking shall be deemed to be a request by the contractor for the engineer to issue a taking over certificate in respect of the works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the contractor, with a copy to the employer, a taking over certificate, stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instruction in writing to the contractor specifying all the work which in the engineer opinion, is required to be done by the contractor before the issue of such certificate. The Engineer shall also notify the contractor of the any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified there in. The contractor shall be entitled to receive such taking over certificate within 21 days of completion, to the satisfaction of the engineer, of the works so specified and remedying any defects so noticed.

3.41 DEFECT LIABILITY PERIOD AFTER TAKING OVER:

- i. In this condition the expression '**Defect liability period**' shall mean a period of **12 months** calculated from the date of Taking Over in accordance with clause **3.40** of Tender Document for **all works**.
- ii. The Contractor shall be responsible for making good with all possible speed at his expense any defect in or damage to any portion of the Works which may appear or occur during the defect liability period without extra cost to NMPA and which arises either;

- a. From any defective materials, workmanship or Design or
 - b. From any act or omission of the Contractor done or omitted during the said period.
- iii. If any such defects shall appear or damage occur the Engineer shall forthwith inform the Contractor thereof stating in writing the nature of defect or damage. The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of Engineer but not so as to extend the Defects Liability Period in respect thereof beyond three years from the date of taking over decided by the Engineer as the respective case of remedying may warrant.
 - iv. If any such defect or damages were not remedied within a reasonable time, NMPA may proceed to do the work at the Contractor's risk and expense provided that he does so in a reasonable manner.

3.42 INCOME TAX DEDUCTION:

Income Tax as at such rates applicable from time to time will be deducted at source from all running bills and Final Bill and a certificate to this effect will be issued. The deduction of Income Tax can, however, be waived if exemption certificate is produced from Income Tax Authorities. Deduction of income tax at reduced rate can be considered subject to production of valid certificate for the period from Income tax authorities.

The GST applicable shall be shown as a separate line item in the tax invoices, and shall be paid extra. Contractor should provide proper tax invoice as per GST act.

The Tenderer / Contractor shall file the applicable returns with tax departments in time and submit the same as documentary proof.

Contractor shall submit all the GST returns with in time specified. Any ITC lost by NMPA due to non filing of return will be recovered from the contractor.

- 3.43** The payment will be made through E-Payment. The Tenderers are required to furnish Bank details for making E-Payment as per the schedule- III of this Tender document.

3.44 MAINTENANCE OF RECORDS/REGISTERS, INSTRUCTION BOOK:

The Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The Contractor shall sign each entry in token of having seen the same. This shall be returned to the EIC in good condition after the completion of the Contract period.

3.45 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

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.

3.46 GUARANTEE PERIOD:

- i. The items to be supplied under this Contract shall be guaranteed for a period of **12 (twelve) months** for all works and **five Years** for **Compressor towards satisfactory performance**. The Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, Designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.
- ii. If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal of the above mentioned **period of 12 months**, whichever may be later. If any defects are not remedied within a reasonable time, the Port may proceed to do the work at the Contractors' risk and expenses but without prejudice to any other rights, which the Port may have against the Contractor in respect of such defects.

3.47 EXTENSION OF COMPLETION PERIOD:

If the quantum of total work increases due to additional work against the BOQ for the subject works "**Providing Tower Air Conditioner Units to Cruise Lounge**" suitable extension of completion period shall be taken during the approval of additional work from the Competent Authority.

3.48 DEFAULT OF THE CONTRACTOR & TERMINATION:

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say;

- a. If the Contractor without reasonable cause abandons the Contract or
- b. Suspends the carrying out of the Works for a reasonable time after receiving written notice from the NMPA without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer or
- c. Fails to proceed diligently with the work or
- d. Fails to give the NMPA proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the NMPA demanding the same or
- e. The Contractor has become insolvent or
- f. The Contractor has gone into liquidation or passes the resolution for winding up or
- g. Upon the Contractor making an arrangement with or assignment in favour of his creditor or Upon his assigning this contract or
- h. Upon an execution being levied upon the Contractor's good or
- i. Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the Contractor or

- j. Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or
- k. Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the NMPA.

3.49 TERMINATION OF THE CONTRACT

In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than 90 (ninety)days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

- i. In the event of such termination of the contract, NMPA shall be entitled to:
 - 1. forfeit the Performance Guarantee as it may consider fit;
 - 2. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.
- ii. If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.
- iii. if at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account. Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of 90 days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.50 DEBARRING OF BUSINESS DEALINGS:

In the event of premature termination of contract in terms of provisions of clause 3.48 above, NMPA shall also be entitled to debar the Contractor for participation in future tenders of NMPA for a period of three (03) years.

Further, in case if it comes to the notice of NMPA that the Bidder/Contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in such cases NMPA at its sole discretion may disqualify the bid / terminate the contract and debar such

Bidder/Contractor for participation in future tenders of NMPA for a period of three (03) years.

3.51 NMPA's LIEN:

The NMPA shall have a lien on and over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the NMPA to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever the NMPA and the Contractor.

3.52 FORCE MAJEURE:

If the supply, Commissioning and Testing of equipment/materials is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics, natural calamities, heavy/continuous rain for 8 hrs in a day time during monsoon such period shall be exempted from **Liquidated Damages** as mentioned in clause **3.31** of this tender document.

3.53 LABOUR LAWS:

The Contractor shall comply with all the provisions of the **Labour Laws and the rules and regulations** made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for Electrification, Testing, Commissioning and Maintenance of the system.

3.54 ACTS & STATUTORY RULES:

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 and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the NMPA will take no responsibility for the same.

- i) **The Tenderer must possess documents certifying registration under Employees State Insurance Act, EPF & MP Act and GST.**
- ii) **If the Tenderer is not registered under ESI Act and EPF & MP Act for the reasons that he has not employed 10 or more workers as required under said laws, he shall submit an affidavit in this regard that he has never employed 10 or more workers on any given day preceding 12 months from the inception of its operations.**
- iii) **The Tenderer to whom ESI Act and EPF & MP Act does not apply, shall mandatorily cover his workers deployed at NMPA site/premises under Employees Compensation Act Policy declaring proper wages.**

- iv) **The Tenderer shall submit “Indemnity Bond” as per ANNEXURE - 12 for undertaking to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the Bidder/Contractor.**

3.55 SAFETY GEARS:

The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the NMPA shall provide the same and recover the cost there of from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.56 INDEMNIFICATION:

The Contractor shall agree and undertake (ANNEXURE-11) to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor shall also agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor’s failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- iv. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor’s employees performing duties under the contract.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and exclusive of applicable GST. The Employer shall not provide any concessional “C” or “D” Form.
- 4.2 The Contractor should have valid GST registration and the same should be uploaded along with the tender. GST will be paid on production of documentary evidences.
- 4.3 The Contractor shall carryout the work as a complete job i.e. Supply materials, their storage, keeping under safe custody, transporting to work site, fixing, testing and commissioning of the whole work. The Tenderers should satisfy themselves about the quantities indicated in the Schedule

- and it is the responsibility of the supplier to supply and make the system operational to the satisfaction of Engineer.
- 4.4 The supply items should have Test Certificates/warranty certificates and the same shall be submitted along with supply of materials.
 - 4.5 Delay in making the execution site available to the Contractor will not form a cause for any claims. The Port Authority will inform the Contractor of such possible delay in advance and a suitable extension of time for completion shall be considered.
 - 4.6 The Successful Contractor shall take approval from the Engineer in charge for technical datasheets, drawings etc. before procurement of material / fabrication of materials etc. and should supply all materials/equipments as per relevant standard & Tender specifications and carryout the complete work including Testing and commissioning as per applicable act.
 - 4.7 Any part or whole of the system, which requires the approval of the statutory body, if any, should be arranged by the Contractor at his cost. It is the responsibility of the Contractor to submit the system drawings with all details to the statutory body and obtain their approval, if any.
 - 4.8 All related Civil works shall be responsibility of the Contractor. The Contractor should take timely action to complete all civil works in all respects.
 - 4.9 Power supply, if available, will be given to the Contractor **on free of cost**. Wherever such source is not available, the contractor has to make his own arrangements. Tapping of power from the source point of NMPA to the required location will have to be arranged by the Contractor at his cost conforming to IE Rules / Standards.
 - 4.10 The Contractor has to make his own arrangement for engaging all tools & tackles, testing equipments etc.
 - 4.11 The Equipment shall be insured in the name of Employer for 110% of Ex-works cost from the place of dispatch to the place of destination & till handing over / taking over of the Equipment to the satisfaction of the Employer.
 - 4.12 The Contractor has to make his own arrangements for construction of temporary stores; office work sheds etc., for their requirements at his own cost. Land for such temporary work sheds, stores, site office etc., till the work is completed will be given free of rent at spot approved by NMPA. The sheds shall be constructed with non-inflammable materials like G.I. sheets etc., and shall be removed in reasonable time after the work is completed. In case the Contractor fails to remove the same, the Department will remove the same and the cost of such removal will be recovered from any amount due from the Contractor.
 - 4.13 **Site Register** is to be maintained by the Site Engineer (AE/AEE/EE) at site on daily basis with details of works carried out on that particular day, defects noticed by the Site Engineer (AE/AEE/EE) and instructions given to the Contractor etc. Any orders or instructions issued by the Engineer-in-Charge or Higher Authorities shall be entered in the book and shall be deemed to have been legally issued.
 - 4.14 **Hindrance Register** is to be maintained by the Site Engineer (AE/AEE/EE) at site & should contain all the Hindrances to the work due to the reasons attributed either to the Contractor or Port date wise and date of resumption

- of work. The Contractor and Engineer in charge should sign each entry in token of having seen the same.
- 4.15 The Contractor is responsible for taking precautionary measures for the safety of the lives of the workmen working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Contractor. Safety nets, life jackets, Helmets required while working in site and Danger Boards, barricades are to be provided by the Contractor without any extra cost to the Port Authority.
- 4.16 The Contractor should ensure, that all necessary arrangements for the safety of others and also his men and materials while performing the work, are well maintained at his cost, risk and responsibility. He should ensure proper watch of the signals by providing barricades, lights, vigils, precautionary measures etc., to ensure safety at his work.
- 4.17 The Port working hour is from 8.00 A.M. to 1.00 noon and from 2.00 P.M. to 5.00 P.M. If any work is carried out by the Contractor requiring supervision beyond Port working hours, the Contractor shall apply in writing well in advance of such work to the Engineer to arrange for such supervision.
- 4.18 All rules and regulations governing the New Mangalore Port Authority shall be applicable.
- 4.19 The site for the work will be handed over to the Contractor in phases for the execution as soon as the work order is given. In case the entire site is not handed over to the Contractor, he should programme his work in such a way so as not to hamper the progress in any way and a suitable extension of time shall be considered.
- 4.20 Any damages caused to the Port property either directly or indirectly shall be made good by the Contractor at his own cost.
- 4.21 The Tenderer(s) shall be required to quote his / their rates in figures as well as in words without any correction(s). If there is any correction(s) in the tender, such corrections should be attested by the Tenderer(s) before submission of the tender. However the rates shall be quoted in words and figures, in case of dispute, rates in words shall be taken as final.
- 4.22 Port entry passes to the Contractor and his workmen and vehicle during the period of work will be issued on a **chargeable basis to carry out the work as per rules.**

4.23 **Completion Drawing & Documentation:**

On the basis of drawings issued and additional drawings generated during the course of execution of works & documentation required for various components and sub-components, the Contractor should prepare completion documents generally as below but not limited to;

- a. Supply items - The contractor shall furnish one set of original manuals, leaflets etc. All drawings and documents are to be neatly filed in a heavy duty binder and indexed.
- b. Copy of all the Test reports and Guarantee/Warrantee certificates are to be presented separately in a folder for records and reference.

- 4.24 The successful Bidder / Contractor shall furnish an undertaking on their Firm's letterhead for the following before executing the Contract agreement;
- a. We will ensure that our workforce will be provided with and use all necessary safety gears and equipments required for the job.
 - b. We will follow all the required safety procedures while executing the job.
 - c. We indemnify the Port for any accidents / incidents while carrying out the Contract.
- 4.25 The Department's Standard Operating Procedure (SOP) will be shared with the successful Bidder / Contractor at the time of signing of agreement. The successful Bidder / Contractor have to give an undertaking for complying with the same. In case if the successful Bidder / Contractor does have a defined SOP for carrying out the tendered work, the same shall be submitted to the Executive Engineer (E) for scrutiny and approval for its applicability before commencement of the work.
- 4.26 **Addition/Alteration:**
The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer in charge.
- 4.27 **Others:**
- 1) Accommodation for the deployed staff shall be arranged by the Contractor at his own cost; however the Port quarters may be allotted on chargeable basis if available as per applicable rules of NMPA.
 - 2) At the end of the period of contract, all the equipment under this tender shall be handed over to the Port on as is where basis is in good working condition.
 - 3) The hardware, software and all related licenses thereto shall be under the ownership of the Port. The bidder shall obtain/issue licenses or such other certification/documentation required for the purpose in the name of the NEW MANGALORE PORT AUTHORITY.
 - 4) The successful Bidder shall be responsible for insurance of all the manpower & hardware/network supplied and installed by vendor for risk coverage including accidental hazards, death & disability of person, material breakage due to negligence, theft, storm, fire or any other hazards which may occur due to trespassing of vehicles & /or natural adverse climatic conditions and calamities - War, Fire, Cyclone, salinity problems at shore etc.

5. TECHNICAL SPECIFICATION

5.1 Scope of work: The proposed job is to be carried out at Wharf Cruise Lounge, New Mangalore Port Authority, Panambur, Mangaluru. It is proposed for providing Tower air conditioners to Cruise Lounge by supply, installation, testing & commissioning of Floor standing Slimline Tower Air Conditioners and Hiwall Split Air Conditioner Units.

5.2. Technical Specifications.

i. 4.0TR/3Ph Tower Air Conditioner:

Floor standing Slim line Tower Air Conditioners of capacity - 4.0TR/3Ph, 415V 50Hz with remote, indoor/outdoor units including coolant pipe lines, drain system, power cables etc., complete. The compressor unit should be hermetically sealed scroll type with Coolant Gas is R410A or R32 or R22 to be used with 5 years Guaranty/Warranty for Compressor.

ii. 2.0TR/Single Phase Tower Air Conditioner:

Floor standing Slim line Tower Air Conditioners of capacity - 2.0TR/1Ph, with remote, indoor/outdoor units including coolant pipe lines, drain system, power cables etc., complete. The compressor unit should be hermetically sealed scroll type / rotary type with Coolant Gas is R410A or R32 or R22 to be used with 5 years Guaranty/Warranty for Compressor.

iii. 1.5TR, 3Star, Hiwall Split Air Conditioner:

Hiwall Split Air Conditioners of capacity - 1.5TR 3Star, with remote, indoor/outdoor units including coolant pipe lines, drain system, power cables etc., complete. The compressor unit should be hermetically sealed rotary type with Coolant Gas is R410A or R32 or R22 to be used with 5 years Guaranty/Warranty for Compressor.

5.3 ALLIED WORKS:

- a) All allied works as per the Bill of Quantities to be carried out by the Contractor in all respects invariably mentioned or not in the specification to complete the work in all respects.
- b) The materials required / intended for the work should be handled carefully and neatly installed / laid / commissioned and any damages during installation will be Contractors account and same shall be rectified immediately to its original condition.
- c) **The Miscellaneous works to be carried out invariably whether clearly mentioned or not in the specifications and BOQ and to be completed in all respects the said work.**

General Notes:

- i) All the drawings, catalogues/Brochures of Tower Air Conditioners, UG Cable, related Test certificates, should be submitted by the contractor in **THREE** sets invariably mentioned or not in the Tender Schedule.
- ii) All the make & model, drawings & Specifications to be got approved by the Engineer-in-charge before supply, laying etc.
- iii) All the works of installation, testing & commissioning to be carried out in

the presence of Engineer-in-charge.

- iv) The components not specifically mentioned but required, shall be considered and included in the quoted price at the time of submission of bid. No claim will be entertained after opening of Price bid.
- v) All the Hardware materials/Miscellaneous materials should be got approved by the Engineer-in-charge before installation and commissioning.

The **Air Conditioners to be supplied for the work should conform to Applicable Standards as per Technical specifications of Tender Document.** Related Test certificates / specifications shall be furnished & got approved before despatch. The contractor should provide all facilities to test the materials.

** **

Annexure - 1

PARTICULARS OF BIDDER:

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1	Full name of the Firm:	
2	Head Office address:	

3	Contact person name at Head office:	
4	Telephone number/s:	
5	Fax number/s:	
6	E-mail Id	
7	Branch Office address, if any:	
8	Contact person name at Branch office:	
9	Telephone number/s:	
10	Fax number/s:	
11	E-mail Id	
12	Works address:	
13	Contact person name at Works:	
14	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/Incorporation:	
18.	Year of Registration/Incorporation	

Signature & seal of the Bidder

Annexure – 2

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

The Chief Mechanical Engineer,
New Mangalore Port Authority,
Panambur, Mangalore – 575 010.

India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Providing Tower Air Conditioner Units to Cruise Lounge”** we the undersigned, offer to execute the work as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to enter into and execute within 14 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
4. We have submitted the Bid Security declaration as per the instructions.
5. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 14 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.
6. We agree that the payment shall be made direct to us by the Port Authority in Rupees.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of
(IN BLOCK CAPITALS)

Witness

Signature:

Address:

Annexure -3

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors

and permitted assigns) of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Trust Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“Providing Tower Air Conditioner Units to Cruise Lounge”** vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures.
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“Providing Tower Air Conditioner Units to Cruise Lounge”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of **“Providing Tower Air Conditioner Units to Cruise Lounge”**, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA...../2022-23 dated...../..../2022 and contains with.....pages in all.

Signed, sealed and delivered

by _____ for and on behalf of

(Contractor)

Witness:

1.

COMPANY SEAL

2.

**CHIEF MECHANICAL ENGINEER
For and On behalf of the NMPA
(Board)**

Witness

1.

2.

Annexure - 4

FORMAT OF PERFORMANCE SECURITY DEPOSIT - BANK GUARANTEE

1. In consideration of the Board of Trustees of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the 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 its successors and assigns has awarded the Contract for "**Providing Tower Air Conditioner Units to Cruise Lounge**" vide

Work Order No. _____(hereinafter called 'the Contract') to M/s. "**Name of the Contractor**" (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) 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 Contractors of any of the terms and conditions of the said Contract.

2. We, _____ (Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as 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 the Contractor's 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 an amount not exceeding Rs._____/-(Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding 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 Contractor shall have no claim against us for making such payment.
4. We, _____(Name of the 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 the performance of the said Contract and 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 Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us

in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the 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 Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors 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 extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs._____/-(Rupees_____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/-----/202 .
11. The Bank Guarantee is en-cashable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----2022

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

Annexure - 5

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

Providing Tower Air Conditioner Units to Cruise Lounge

Ref: _____

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity) _____

Annexure - 6

(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 **“Providing Tower Air Conditioner Units to Cruise Lounge”**. 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)

Annexure. 7

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type	

	(SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile/Fax/ e-mail of the Bidder	Telephone:
		Mobile:
		e-mail:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

ANNEXURE -8

DISPUTES REVIEW BOARD AGREEMENT

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

THIS AGREEMENT, made and entered into this Day of _____20_____ Between ("the Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board")

consisting of One/three DR Board Members, (Members from either party, i.e contractor and Employer/ Board)

- (1)
- (2)
- (3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

- 1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
- 2. Except for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Engineer or Engineer’s Representative concerning conduct of the Works.

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer’s Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer’s Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer’s Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the

Engineer or Engineer's Representative, except as a DR Board Member.

- (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or Engineer's Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;
 - (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 4 The Contractor shall
- a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR Board Member[s] shall be agreed to and

shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed

10. DR Board Site visits:

- a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
- b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
- c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.
- b) The party receiving the notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute can not be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Engineer or Engineer's Representative stating that it is made pursuant to *(insert relevant clause no.)*.

- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

- a) normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing is concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or Engineer's Representative. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide and the dissenting member any prepare a written minority report for submission to both parties.

[Note: Delete if it is one member DR Board]

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway.

The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

ANNEXURE -9

DETAILS OF ONGOING CONTRACTS AT NMPA BEYOND 30.09.2022

Sl No	Work Order Description	Work Order no. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order
-------	------------------------	-----------------------	------------------	--	--------------------------------------

Sign & Seal of the Contractor

ANNEXURE-10

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter, the % of Local Content (%)
Supplying & Replacement of Duct Air Conditioners by Tower Air Conditioner Units at Cruise Lounge	

Sign & Seal of the Contractor

ANNEXURE - 11

UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any

executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by us.

We _____(Bidders name) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We _____(Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We _____(Bidders name) hereby undertake that,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorized representative

Annexure - 12

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 Authority, 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 herein 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 Whereas, the clauses 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 Muncipal 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 Workmen Compensation Act or any other applicable legislation and the 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 & 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.....
INDEMINIFIER
(Signature with Name and Designation)
Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Part-III

PRICE SCHEDULE

T.No.6/Tower-AC/EE(E)II/2022 dated: 17.10.2022

Name of work: Providing Tower Air Conditioner Units to Cruise Lounge.

Sl. No	Description of work	Qty	Unit	Rate / Unit (Rs.)	Amount (Rs.)
1	Supplying of 4TR AC, 3Ph floor standing AC unit with 1 feet height stand, cooling unit located inside & air cooled condenser unit located outside including standard accessories such as remote, cable, copper pipes, redolex insulation, wrapping tape, compressor hermetically sealed scroll type	7	No		
2	Supplying of 2TR AC, single Phase floor standing AC unit with 1 feet height stand, cooling unit located inside & air cooled condenser unit located outside including standard accessories such as remote, cable, copper pipes, redolex insulation, wrapping tape, compressor hermetically sealed scroll type\rotary type.	2	No		
3	Supplying of Hiwall split AC 1.5 TR 3 star, including stabilizer, cooling unit located inside & air cooled condenser unit located outside including standard accessories with rotary compressor.	1	No		
4	Supplying of suction and discharge copper pipes (3/4 & 3/8) with redolex insulation, wrapping tape etc. complete.	150	Mtr		
5	Supplying of suction and discharge copper pipes (5/8 & 3/8) with redolex insulation, wrapping tape etc. complete	50	Mtr		
6	Supplying of suction and discharge copper pipes(1/2 & 1/4) with redolex insulation, wrapping tape etc. complete	30	Mtr		
7	Supplying of 3/4" heavy duty PVC drain pipe with elbows/Tee/Bend/Saddles etc. complete as required to site condition	130	Mtr		
8	Installation, testing & commissioning of AC units using required hardware and supplying of required items complete	9	No		
9	Installation, testing & commissioning of 1.5 TR AC unit using required hardware and supplying of required items complete	1	No		
10	Supplying and drawing 4C x 4 sq mm flexible copper cable & terminations.	150	Mtr		
11	Supplying and installation/fixing provision of box for MCB and connectors for 3ph/1ph connections with loop -in and loop- out for terminating 4cx16 sq mm branch out	9	No		

	4C x 4 sq mm copper cable enclosed in a 260x210x116mm thermo plastic polystyrene encloser it should be shock proof, rust proof, dust proof, water proof having internally embedded gasket with provision for cable entry through Thermo plastic polyamide glands. Work including fixing and terminating of 32Amps TPN Suitable lugs				
12	Supplying of wall mounted fabricated MS stand for 4TR & 2TR Tower Air Conditioners as per the site requirement	9	No		
13	Supplying of wall mounted fabricated MS stand for 1.5 TR Split AC as per the site requirement	1	No		
Total (Excl.GST)					

Note:- APPLICABLE GST SHALL BE MENTIONED SEPERATELY, L-1 will be considered exclusive of GST.

PART- IV

NMPA BANK DETAILS

Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore for making payment of **Tender Fee & EMD** through RTGS mode.

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

PART- V

CHECK LIST

Tender No: 6/Tower-AC/EE(E)II/2022 dated: 17/10/2022

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID.

DETAILS OF DOCUMENT TO BE UPLOADED/SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.2.1		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work.		
	3	Copies of profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) ESI Registration Certificate d) PF Registration Certificate		
	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies, Corrigendum/Addendums if any.		
	6	a) Annexure – 1 -Particulars of Bidder. b) Annexure – 2 – Tender Form c) Annexure – 5 – Format of Declaration (on Bidder's Letter HEAD) d) Annexure – 6 –Power of Attorney - in Original e) Annexure – 7 – Bank information for E-payment f) Annexure -8 - Dispute review Board agreement g) Annexure – 9–Details of ongoing Contracts at NMPA h) Annexure – 10- Verification of Local Content i) Annexure – 11- Undertaking on indemnification j) Annexure - 12 - Indemnity Bond		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			