



NEW MANGALORE PORT TRUST
Mechanical Engineering Department,
 Panambur, Mangalore – 575 010.

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No. 2/25/2022-23/EE(M)II/TS/BCM

Date:14.11.2022

To:

-The Prospective Bidders-

Sir,

Sub: NMPT – Mech. Dept. – Budgetary Offer requested for “Hiring of a brand new Beach Cleaning Machine (with new tractor & operator) at New Mangalore Port Authority for a period of five (5) years”-Reg

New Mangalore Port Trust intends to hire 01 No. brand new Beach Cleaning Machine (with new tractor & operator) at New Mangalore Port Authority for a period of five(5) years to clean Thanneerbhavi Beach, Panambur beach, Surathkal and other beaches in and around NMPA. The Terms & Conditions for Hiring is enclosed as Annexure-A.

You are requested to furnish your lowest Budgetary quotation for the same, in the below mentioned format inclusive of all charges except GST. The due date for submission of budgetary quotation is on or before 23.11.2022 at 15.00 hrs.

Lot No.	Description	Unit	Rate per hour Rs.				
			1 st year	2 nd year	3 rd year	4 th year	5 th year
1.	Rate for operating and maintaining a brand new Surf Rake type Beach Cleaning Machine (with new tractor & operator) at New Mangalore Port Authority excluding GST	Per Hour.					

Encl: As above

Thanking you,

Yours faithfully,

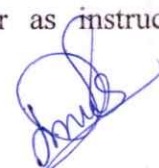
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14/11/22

(GLADSTONE L V).

Executive Engineer (Mechl.)II, NMPT

GENERAL TERMS AND CONDITIONS:

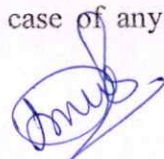
1. The quoted rate shall be Per hour hire charges to be paid for deploying, operating and maintaining a brand new Surf rake type Beach Cleaning Machine (BCM) along with a New Tractor at NMPT for cleaning Panambur , Thanneerbhavi beach , Surathkal and other beaches in and around NMPA excluding GST.
2. The contractor shall supply a fully built brand new Surf Rake type Beach Cleaning Machine (BCM) with New Tractor and operator with necessary permits to operate the same in beaches. Fuel shall be provided by contractor and all maintenance/repair including breakdown repair, operator's salary, insurance for equipment & operator, RTO expenses, documentary expenses are scope of contractor. OPERATORS for the BCM shall also be provided by the contractor.
3. Scope of Work :-
 - a. The Beach cleaning machine shall be deployed for cleaning Panambur , Thanneerbhavi , Surathkal beaches or any other nearby beaches as instructed by the controlling officer. Collected waste materials shall be accumulated at a suitable location near the beach for loading on to the dump truck deployed by NMPA, City corporation or others.
 - b. The Beach Cleaner shall be Surf Rake type which shall be towed using a Tractor.
 - i. The cleaning width of the BCM shall be minimum 5 feet.
 - ii. Cleaning depth shall be minimum 5 inch.
 - iii. The machine shall be capable of cleaning all materials including broken glass, polythene sheets/bags, plastic, foams, ropes, syringes, cigarette butts, pop-tops, straws, cans, tar balls, stones, sea grass, seaweed, fish, wood, coconut, fishnets, etc.
 - iv. BCM shall be towed using a new 4 X 4 drive tractor of sufficient power. Tractor should be able to tow and manoeuvre the BCM with ease for cleaning the beaches. The tractor shall also be used to shift the Beach Cleaning Machine from one beach to another as instructed by the controlling officer.



- c. The Beach Cleaning machine (not the tractor) should have an inbuilt hour meter (Digital), where in the daily hours operated by the BCM shall be recorded automatically. Payment shall be released on monthly basis based on the hour meter reading. A log book shall be maintained by the contractor which shall be verified and closed by the controlling officer on a daily basis (initial reading and the final reading of the hour meter shall be certified in the log book). Any additional hours made by the BCM on a particular day as directed by the controlling officer shall also be certified in the log book without fail.
- d. The beach cleaning equipment is required to shuttle between Panambur, Surathkal, Thanneerbhavi beaches or any other nearby beach for cleaning purpose as and when required or as instructed by the controlling officer. The tractor shall be used by the contractor to move the BCM to the location as desired by the controlling officer for which payment as stated at 3 (e) shall be made.
- e. After each day of operation , the BCM along with the tractor shall be parked inside NMPA premises as below :-
- i. After completion of operation in Tanneerbhavi Beach , BCM along with the tractor shall be parked inside the Silver Jubilee gate without causing any hindrance for vehicular movements.
 - ii. After completion of operation in Panambur , Surathkal or any other beaches towards Surathkal , BCM along with the tractor shall be parked inside the Admin Building , NMPA without causing any hindrance for vehicular movements

Note : Hours utilized to move the BCM to and fro from the parking locations to the beaches shall also be entered into the log book, duly verified by the controlling officer on a daily basis. Payment @ 50% of the quoted rate shall be made to the contractor for these towing movements along with the monthly bills.

- f. Contractor should provide and maintain a First Aid Box, fire extinguisher, in the BCM .
- g. Sunday & Saturdays shall be a off for the BCM generally as the beaches will witness higher footfalls when compared to weekdays. However, in case of any



special occasions, if the BCM is required for cleaning the beaches on Sundays and Saturdays then the contractor shall deploy the BCM for operation as instructed by the controlling officer.

- h. All kinds of repair & maintenance, accidental repair shall be responsibility of the Contractor. The contractor shall arrange necessary parts ,Diesel/Petrol, lubricants , batteries etc for such repair and maintenance. Cost of repairs including major overhaul and maintenance, Servicing and other expenses for the up-keep of the BCM and BCM running expenses such as diesel/petrol,oil, batteries etc., shall be borne by the contractor.
- i. The contract shall be for a period of 05 years. The contract may be extended for a further period of one (1) year or (2) years at the 5th year rate, same terms and conditions of the contract on mutual acceptance by the bidder and NMPA, subject to satisfactory performance of the contractor in the previous years of the contract.

4. **Operating & Payment procedure :**

- a. The BCM shall be put into Beach cleaning operations for Three (3) hours per day. Any extra hours required to be operated on a particular day shall only be based on the instructions of the controlling officer who shall give instruction in written to the contractor. Any oral instruction given shall be subsequently recorded in writing by the controlling officer.
- b. The BCM shall be operated for a minimum of 20 days in a month (i.e 5 days in a week excluding Sundays and Saturdays). The BCM has to give a minimum performance delivery of 60 hours in a month (20 days X 3 hours per day), for which payment shall be made to the contractor on the per hour rate quoted by the contractor (rate quoted per hour X 60 hours).
- c. **Payment:** - The contractor shall submit a monthly bill for the hours run during the month along with the copy of the log book certified by the controlling officer for which payment shall be released duly deducting penalties/dues if any within 15 days from the date of submission of bill along with relevant enclosures in full. Extra hour run shall be duly certified by the controlling officer duly justifying the extra hours used.
- d. For any additional hours of work carried out beyond 60 hours a month , based on the direction of the controlling officer, payment shall be made as per the per hour

rate quoted.

- e. **Monsoon Period** : Beach Cleaning Machine will not be used during Monsoon (i.e. w.e.f June to September). Hence, hire charges will not be paid during the Monsoon period. During this Period if the contractor wishes to park the BCM in NMPA premises, parking space shall be allocated free of cost at NMPA .
 - f. Apart from the monsoon period, if the operations of the BCM is affected due to reasons not in the control of the contractor like rain or Melas/festivals at Beach, then the same needs to be entered in the Log book duly mentioning the hindrance for operating the BCM. The controlling officer shall verify and certify the same and payment for that particular day shall be released in the monthly bill.
5. The Tenderer shall deploy minimum one operator having valid license with experience of driving light/ heavy motor vehicle/tractor or beach cleaning machine. The operator/operators shall be provided with uniforms as required under Motor Vehicles Act/Rules. operator/operators shall be provided with a Cell Phone with incoming call facility. The operator deployed should also be insured. The contractor should keep the Driving license of the operator/operators, emission test certificate, Insurance documents in respect of Operator / BCM including Tractor, certificate of fitness , certificate of Registration of Motor vehicles, certificate of permit under the Karnataka Motor Vehicle Act / Rules or any other necessary certificates issued by the Competent Authority at all times with the operator/operators of BCM. The tractor and the BCM shall be registered as per the prevailing Motor vehicle rules. Comprehensive Insurance Policy shall be taken for the BCM along with the Tractor to safeguard the interest of the port against all risks involved in hiring an operation of the BCM to comply with the Motor vehicles Act 1989, this insurance should cover all the risks for liability of life of operator/operators and third party in case of any eventuality. This should also cover all riot risks.
 6. The BCM should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. Sufficient fuel shall be kept before reporting for duty every day. Additional batteries if required shall be maintained by the contractor for trouble free operations.
 7. The BCM shall be available for operation for three (3) hours in a day during the week days (excluding Saturday and Sunday). In case any breakdown or non operation of the BCM, it shall be the sole responsibility of the tenderer to repair the BCM immediately, else penalty will be applicable as below :-

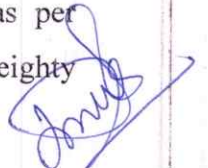


- a. Non availability for 1 hour - 20% of the per hour charges X the number of hours not available rounded off to the nearest hour.
- b. Non availability for 2 to 3 hour - 40% of the per hour charges X the number of hours not available rounded off to the nearest hour.
- c. Non availability for more than 1 day up to 3 days - 60% of the per hour charges X the number of hours not available rounded off to the nearest hour
- d. Non availability from 4th day up to 7 days - 80% of the per hour charges X the number of hours not available rounded off to the nearest hour
- e. Non availability from 8th day onwards - 100% of the per hour charges X the number of hours not available rounded off to the nearest hour

Note: 1. The above penalty shall be levied in additional to the nonpayment of the hourly charges.

2. In case of non operation of BCM due to non availability of operator, then the above penalty is applicable.

8. The work for BCM shall be allocated according to the Port's needs from time to time. The works are to be carried out based on the instructions given by the Controlling Officers from time to time.
9. The BCM should PAINTED display "New Mangalore Port Authority " on both the sides of the BCM including the Tractor. The Registration number of the BCM with tractor shall be displayed only as per the guidelines applicable/issued by the Central/State Transport Authorities from time to time. The BCM including the Tractor shall be registered as per the statutory requirements by the contractor.
10. **Payment of Wages:** Payment of wages to the persons engaged by the Tenderer shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. The minimum wages per day applicable as on 01.10.2022 as per Minimum Wages Act, 1948 for operator is Rs. 788/- (Rupees seven hundred & eighty



eight only) since the operator comes under skilled category. The wages are normally revised by the Asst. Labour Commissioner (Mangalore) once in 6 months linked to the Consumer Price Index.

11. The concerned / controlling officers i.e. BCM user officer/division will arrange 100% payment within 15 days from the date of submission of monthly bills along with the required documents. Also the contractor has to submit the receipt of ESI and EPF contribution paid to their staff and extract of wage payment Register for the month for which the contractor submits the bill, as documentary evidence for making payments accordingly.
12. The **contractor** shall comply with the Central, State and Municipal laws / rules and shall **solely responsible**/ complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under and other enactments that may be applicable including **ESI, EPF, Payment of wages Act, the workmen compensation Act** or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever in force and as far as they are applicable.
13. **Welfare Measures - EPF, ESI etc:**
 - a. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
 - b. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act,1948".
 - c. The immediate employer's contribution (Contractor) towards ESI, EPF is the liability of the Contractor. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPT).
 - d. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPT.



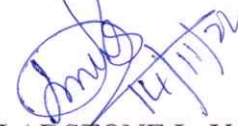
14. Additional charges for escalation in fuel prices will be paid or deducted as the case may be due to changes in the diesel/petrol prices by Govt. according to the formula.

Increase/decrease in rate	$\frac{\text{increase / decrease in price of fuel per litre with respect to the base rate X hours run per month}}{7 \text{ litres per hour}}$
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15. Budgetary quotation in complete shape and as required above enclosed in a sealed cover super scribed as **Budgetary offer** for "Hiring of a brand new Beach Cleaning Machine (with new tractor & operator) at New Mangalore Port Authority for a period of five(5) years" **should reach to this office on or before 23.11.2022 at 15.00hrs** and same will be opened on **23.11.2022 at 15:30 Hrs** in the presence of representative of Finance Department.

Thanking you,

Your's faithfully,



(GLADSTONE L. V.)
Executive Engineer (Mech.) II.

Address for Correspondence:

The Executive Engineer (Mechl.)II,Administrative Building,
2nd Floor, Room No.236,New Mangalore Port Trust.

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