

NEW MANGALORE PORT AUTHORITY
MARINE DEPARTMENT

TENDER No. NMPA/ PFS/HFT/2022/110 dated 05-12-2022

NIT No. NMPA/ PFS/HFT/2022/110 dated 05-12-2022

e-tender No. 2022_NMPT_727070_1



TENDER DOCUMENT
FOR

**“HIRING OF FOAM FIRE TENDER
WITH MANPOWER FOR A PERIOD
OF 03 YEARS AND EXTENDABLE
BY 2 YEARS”**

Estimated Amount	Rs. 3,36,88,000/- Excluding GST
E.M.D	Rs. 7,95,037/-
Tender Fee	Rs.1,680/-

SCHEDULE OF TENDER (SOT)

N.I.T. No. NMPA/ PFS/HFT/2022/110 dated 05-12-2022	
TITLE OF WORK	“HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS”

1	TENDER No.	NMPA/ PFS/HFT/2022/110 Dated 05-12-2022	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through www.eprocure.gov.in/eprocure/app	
3	e-Tender No.	2022_NMPT_727070_1	
4	Estimated cost	Rs. 3,36,88,000/- Excluding GST	
5	Earnest Money Deposit	Rs. 7,95,037/-	
6	Tender Fees	Rs.1680/- (1500 + 12% GST) Non-refundable.	
7	Date of NIT available to parties to download	05-12-2022	at 1400 hrs
8	Date of Starting of online Pre-bid queries	05-12-2022	at 1400 hrs
9	Date of Closing of online Pre-bid queries	12-12-2022	at 1500 hrs
10	Date of Starting of e-Tender for submission Bid on line at www.eprocure.gov.in/eprocure/app	19-12-2022	at 1000 hrs
11	Date of closing of e-Tender for submission of Bid.	26-12-2022	at 1500 hrs
12	Date & Time of opening of Technical Bid.	27-12-2022	at 1530 hrs
13	Date & Time of opening of Price Bid	To be communicated separately by email	
14	Work Contract period	3 years from the date of commencement of work and extendable by 2 years.	
15	Validity of Tender	180 days from the last date of submission of bids	

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

INDEX

Sl.No.	Description	Page No.
1	IMPORTANT INSTRUCTIONS FOR E-SUBMISSION	4-7
2	NOTICE INVITING TENDER	8-9
3	INSTRUCTIONS TO BIDDERS (ITB)	10-17
4	GENERAL CONDITIONS OF CONTRACT	18-38
5	BIDDER INFORMATION FORM	ANNEXURE-1 39
6	MINIMUM QUALIFICATION CRITERIA OF BIDDERS	ANNEXURE-2 40
7	UNDERTAKING FOR NOT ALTERING TENDER DOCUMENT	ANNEXURE-3 41
8	BANKERS DETAILS	ANNEXURE-4 42
9	COVERING LETTER	ANNEXURE-5 43
10	POWER OF ATTORNEY	ANNEXURE-6 44-45
11	TECH SPECIFICATION OF FOAM FIRE TENDER	ANNEXURE-7 46
12	DECLARATION REGARDING DEBARRED	ANNEXURE-8 47
13	DECLARATION FOR PROPRIETORSHIP FIRM	ANNEXURE-9 48
14	CONTRACT AGREEMENT	FORM 1 49-50
15	BANK GUARANTEE FORM	FORM 2 51-52
16	INDEMNITY BOND	FORM 3 53-54
17	UNDERTAKING	FORM 4 55
18	BANK GUARANTEE FORM FOR EMD	FORM 5 56
19	INTEGRITY PACT	57-63
20	PRICE BID	ANNEXURE-10 64-65
21	NMPA BANK DETAILS	66

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

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

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

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

20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal . The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	Tender Fee (as per Clause No. 2.16 (1-a) of ITB) and EMD (as per Clause No. 2.6 (a) of ITB) shall be submitted with the Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD. The EMD of successful Bidder will be released/ Refunded upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD.
24	If the successful bidder fails to sign the AGREEMENT within the stipulated time, the contract shall be cancelled and EMD shall be forfeited as per Clause No. 10 of GCC .
25	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26	The GST applicable shall be paid extra as applicable.
27	While imposing penalty GST shall be collected.
28	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA . Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
29	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
30	No deviation to the technical and commercial terms & conditions are allowed.
31	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

32	<p>A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of NMPA / CPP.</p>
33	<p><u>PRE-BID QUERIES</u></p> <p>i. Upload their questions/queries in the CPP Website.</p> <p>ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, NMPA, well in advance through e-mail dyconservator@nmpt.gov.in.</p> <p>iii. The pre-bid queries will be received up to 12-12-2022 at 1500 hours. Pre-bid queries will not be entertained after the cutoff date & time.</p> <p>iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in Port and CPP websites. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
34	<p>NMPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.</p>
35	<p>The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. <u>www.eprocure.gov.in/eprocure/app of CPP Portal</u>.</p>
36	<p>The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
37	<p>The bid will be evaluated based on the filled-in Technical & commercial formats.</p>
38	<p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.</p>
39	<p><u>Nodal Officer:</u> The Fire cum Assistant Safety Officer, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore, email id: <u>somayyanaik.k@nmpa.gov.in</u> , Ph: 0824-2887264</p>
40	<p>BOQ format available in “BOQ” Section of CPP website.</p>

NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

N.I.T. No. NMPA/ PFS/HFT/2022/110 dated 05-12-2022

**TENDER FOR “HIRING OF FOAM FIRE TENDER WITH
MANPOWER FOR A PERIOD OF 03 YEARS AND
EXTENDABLE BY 2 YEARS”**

NOTICE INVITING TENDER

- a) The Deputy Conservator, New Mangalore Port Authority invites **E- tenders** in **Two Bid systems** (Techno-Commercial Bid and Price Bid) are invited on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.
- b) Details of **Minimum Qualification Criteria** for the BIDDERS, **Tender fee** (as per **Clause No. 2.16 (1-a)** of ITB) and **EMD** (as per **Clause No. 2.6 (a)** of ITB) to be submitted by the BIDDERS for participation in this tender are given below:

1.1	Estimated cost	Rs. 3,36,88,000/- excluding GST
1.2	Earnest Money Deposit	Rs. 7,95,037/-
1.3	Cost of Tender Document	Rs. 1680/-
1.4	Tender Submission	As per SOT (Pg-2) & Important Instructions
1.5	Work Contract Period.	3 years from the date of commencement of work.
1.6	Scope of work: HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS	

c)	Minimum Qualification Criteria of the BIDDER are given below:
i	AVERAGE ANNUAL TURNOVER Average Annual Financial Turnover during the last three years ending 31 st March 2022, should be at least Rs.1,01,06,400/- Bidders have to submit the following: Audited Financial Statements for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant .

ii The BIDDER shall have **SUCCESSFULLY COMPLETED Similar Works** such as Experience **DIRECTLY** in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / Private Company / PSUs during last **10 (TEN) years** ending on **last day of month previous to the one in which tenders are invited**, should be either of the following:

Three similar completed works each costing not less than (OR)	Rs. 1,34,75,200/- exclusive of GST
Two similar completed works each costing not less than (OR)	Rs. 1,68,44,000/- exclusive of GST
One similar completed work costing not less than	Rs. 2,69,50,400/- exclusive of GST
Bidder should have GST registration and copy of same to be submitted.	

"Similar Work" means

“Supply of Foam Fire Tender with manning on hire basis (or) Supply of Fire Tender with manning on hire basis (or) Supply of Multipurpose Fire Tender with manning on hire basis”

The BIDDERS shall enclose the self-certified copy of supporting documents, if not original to fulfill the eligibility criteria for **Minimum Qualification Criteria** viz. **Work Order** copies for similar works, **Successful Work Completion Certificates** from client's letter head (Not in bidder's letter head) indicating **contract period & total contract value**.

ONGOING CONTRACTS: Completed portion of ongoing contract will be considered. The Bidder shall submit a **SATISFACTORY WORK COMPLETION CERTIFICATE** for the completed period of contract for the above period from its client stating the value of contract.

**Deputy Conservator
New Mangalore Port Authority**

INSTRUCTIONS TO BIDDERS (ITB)

2.1 E- Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS**”

2.2 TENDER SUBMISSION:

a) **Technical Bid** shall contain the following:

- i. Details of **Tender Fee** and **Earnest Money Deposit** (RTGS Receipt / Bank Guarantee / Insurance Surety Bonds/ Account Payee Demand Draft/Banker’s Cheque)
- ii. **All the documents as per clause 2.16 of ITB.**

b) **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE**. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected.**

c) The following **ORIGINAL DOCUMENT** has to be submitted prior to cut off date and time of **technical bid opening**.

- i. **EMD** (Bank Guarantee/ Insurance Surety Bonds/ Account Payee Demand Draft / Banker’s Cheque)

2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **26-12-2022**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “**Power of Attorney**” from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid “**Power of Attorney**” as per **Annexure-6** or **firm’s Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit “**Power of Attorney**” however, the firm has to submit the **Declaration** as per **Annexure-9**.

2.5 BIDDER TO INFORM HIMSELF FULLY

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General and Special Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.
The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India;, and other Statutory bodies, NMPA Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with NMPA.
- iii 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.
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 Earnest Money Deposit (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **Rs.7,95,037/-** in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid.**

In case bidder claims exemption of **Tender Fee** and **EMD** as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of **MSME**.

- b EMD in the form of Bank Guarantee (as per **FORM -5**) of shall have a validity period of **06 months** and claim period of **03 months**.
- c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of **180 days** from the latest closing date of submission of Tender, the tender shall be cancelled and EMD shall be forfeited
- d The Earnest Money Deposit of **unsuccessful BIDDERS** shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the **successful BIDDER** shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender **Clause No. 19 of GCC**.
- e In the event of forfeiting the EMD, GST as applicable shall be collected.

2.7 ACCEPTANCE OF TENDER:

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

2.8 TENDER VALIDITY:

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

2.9 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites
- ii The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the BIDDERS. 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 upload the same along with his Tender duly signed and sealed in all pages.**

2.10 ERRORS IN THE TENDER DOCUMENT:

- i Tender shall be prepared, signed and uploaded only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.
- ii The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the NMPA or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.11 LANGUAGE OF TENDER :

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

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

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

2.13 CURRENCY:

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

2.14 CONTRACT WORK

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

2.15 CONTRACT PRICE

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure 10** included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

2.16 TECHNICAL BID

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

1	<p>Tender Fee and Earnest Money Deposit (EMD):</p> <p>a) The tender shall be accompanied by Tender Fee Rs.1,680/- which is stipulated in the tender. The tender not accompanied with Tender Fee shall be treated as invalid and rejected summarily.</p> <p>b) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 7,95,037/- which is stipulated in the tender Clause No. 2.6 (a) of ITB. The tender not accompanied with EMD shall be treated as invalid and rejected summarily.</p> <p>In case bidder claims exemption of Tender Fee and EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME.</p>
2	Tender Documents alongwith Pre-bid Clarifications, Corrigendum, Addendums if any, duly signed as per Clause No.2.4 of ITB on each page with company's seal as token of acceptance of Tender Conditions & Specifications.
3	<p>Experience on similar works as per Clause c (ii) of NIT executed during the last Ten years ending on last day of month previous to the one in which tenders are invited.</p> <p>A The document (Work Order / Agreement) submitted shall clearly indicate the Contract Price and Contract Period.</p> <p>B Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the Contract Price and Contract Period.</p>
4	GST Registration certificate. The tender not accompanied with GST Registration certificate is liable to be rejected.
5	PAN Card Copy
6	<p>Audited Financial Statements for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.</p> <p>Average Annual Financial Turnover is calculated as follows:</p> <p>Annual Turnover of 2019-20 = A</p> <p>Annual Turnover of 2020-21 = B</p> <p>Annual Turnover of 2021-22 = C</p> <p>Average Annual Turnover = $\frac{A+B+C}{3}$</p>

7	Bidder Information form (Annexure – 1).
8	Minimum Qualification Criteria of BIDDERS (Annexure – 2)
9	Undertaking for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums (Annexure – 3)
10	Bankers Details (Annexure – 4)
11	Covering letter in firm’s letter head (Annexure – 5)
12	Power of Attorney as per Annexure -6 or Firm’s Power of Attorney to be submitted. The Proprietorship firm need not submit “ Power of Attorney ” however, the firm has to submit the Declaration as per Annexure -9 .
13	Technical Specification of Foam Fire Tender (Annexure-7)
14	Information regarding Debarred (Annexure-8) Bidder shall give declaration in Annexure-8 for not having been debarred or de-listed by any government, semi-government agency or PSUs.
15	The bidder has to upload the Technical bid in full shape in CPP Website only. The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
16	1) Technical offer with counter condition shall be liable for rejection and disqualification . 2) All Annexure to be neatly typed in firm’s letter head and submitted.

2.17 Techno-commercial Pre-Bid Enquiries / Clarification

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

2.18 TENDER OPENING AND EVALUATION

i OPENING OF TECHNICAL BID:

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT & Important Instructions of CPP.

ii SCRUTINY AND EVALUATION OF THE TENDERS:

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

2.19 **OPENING OF PRICE BID:**

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. 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.

2.20 **RESPONSIVENESS**

The bidder has to submit the following documents, failing which the Bid will be treated **invalid and rejected summarily. Bidder shall not have any claim on this account later on.**

1. **Tender fee details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1-a) of ITB.**
2. **EMD details (or) MSME/NSIC Certificate as per Clause No. 2.6 (a) of ITB.**
3. **GST Registration Certificate.**

GENERAL CONDITIONS OF CONTRACT

INDEX

Clause No.	Description
1.0	Definition
2.0	Commencement of Contract
3.0	Contract period
4.0	Termination for default
5.0	Penalty for delaying commencement of contract.
6.0	Force Majeure
7.0	Insurance
8.0	Conduct
9.0	Work Order
10.0	Contract agreement
11.0	Arbitration
12.0	Language and Law
13.0	Safety
14.0	Tax
15.0	E-Payment
16.0	Canteen Facilities
17.0	Protection of Environment
18.0	Safety Regulations
19.0	Performance security
20.0	Staff Pass
21.0 to 64.0	Scope of work and General Conditions

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

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

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

2 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the job within **90 days** from the date of issue of Work Order.

3 CONTRACT PERIOD

The Contract period is for **3 (Three) years** from the date of Commencement of Contract and extendable by **2 (Two) years** on **mutual consent** at same rates, terms & conditions of existing contract with 6 months prior notice to the contractor.

4 TERMINATION FOR DEFAULT/DEBARRMENT

- a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
 - i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
 - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
 - iii. The Bidder shall be debarred if he has been convicted of an offence
 - 1) Under the prevention of corruption Act, 1988 or
 - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 3) If the Bidder has breached the code of Integrity.
- b) In case of termination of contract for default by the Bidder, the bidder will be banned for a period of **3 years** to participate in any of the future tender of **New Mangalore Port Authority**.
- c) “The contract may be terminated by **NMPA** by giving written notice to the bidder, at least **30 days** in advance and bidder shall not have right of any claim on **NMPA** on account of such termination, if they don't comply the above conditions **Clause No.4 a) and b)**”
- d) If tenderers are found debarred or de-listed from any government, semi-government agency or PSUs **during scrutiny of bids**, their bid is liable to be rejected.

- e) If tenderers are found debarred or de-listed from any government, semi-government agency or PSUs **during the contract period**, their contract will be terminated by giving **30 days** of advance notice and their Performance Bank Guarantee shall be shall be forfeited. The bidders shall also be debarred from participating in future bids for a minimum period of **3 years**.

5 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

As per Work Order issued, the successful contractor shall commence the job within **90 days** from the date of ISSUE OF WORK ORDER. **If the contractor fail to comply the date**, the Penalty will be imposed at **Rs.33,100/- per day + GST** or part thereof for the delayed period till **30 days**. After completion of **30 days of penalty period**, the contract/s shall be liable to be cancelled and the **EMD/performance guarantee will be forfeited**.

6 FORCE MAJEURE

(A) In this clause “Force Majeure” means and exceptional event or circumstances,

- a) which is beyond party’s (Employer or Contractor) control
- b) which such party could not reasonably have provided against before entering into the contract
- c) which, having arisen, such party could not reasonably have avoided or overcome
- d) which is not substantially attributable to the other party

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

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

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

(B) Measures to be taken

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

7 INSURANCE

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

The insurance for the **vehicle with crew (07 Nos. Including Driver)** shall be arranged by the Contractor.

During the hire period, the Insurance should be valid failing which the Foam Fire tender will be **off hired** and the **Penalty** will be levied as per **Clause No.45 of GCC**, in addition to non payment of hire charges. Insurance Policy to be renewed in time to ensure validity throughout the contract period and copy of same to be submitted.

8 CONDUCT

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

9 WORK ORDER

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

10 CONTRACT AGREEMENT

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

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

If the successful bidder fails to sign the agreement within the 28 days from the date of issue of Work Order, the contract shall be cancelled and EMD/ Performance guarantee will be forfeited.

11 ARBITRATION

In case of any dispute arises out of this agreement, the contractor may refer the dispute for settlement through '**conciliation and settlement guidelines**' issued by IPA time to time. In case contractor fails to arrive any settlement as mentioned above, the contractor may refer the following arbitration clause.

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

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

12 LANGUAGE

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

13 SAFETY

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

14 TAX

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

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

15 E PAYMENT

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

16 CANTEEN FACILITIES

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

17 PROTECTION OF ENVIRONMENT

All measures and aspects to be adapted to protect the environment.

18 SAFETY REGULATIONS

The contractor shall be responsible for the safety of all activities at the Site. Working personnel should wear proper PPE and follow the safety regulations of Port.

19 PERFORMANCE SECURITY

- 19.1 Performance Security should be **3 % of Total Contract value + GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within **28 days** of issue of Work Order. Bank Guarantee as per Format given in **Form-2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment.

- 19.2 Penalty @ **0.25% on the value of Performance Security including GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.
- 19.4 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5 “**Performance Security**” shall be released after satisfactory completion of **CONTRACT PERIOD of Three Years and extension period**.
- 19.6 In case non availability of Bank Guarantee in time, the contractor can also deposit the Performance Guarantee amount in **NMPA** Bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

20 STAFF PASS

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

- 21** The bidder should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.
- 22** The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (**NMPA**) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- 23** The Bidder or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- 24** In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced **within 24 hrs**.

25 PAYMENTS

- a) **The monthly bill in complete shape** i.e. Applicable ESI, PF, Crew list, copy of Attendance Register, copy of Wage Register, documentary proof like **Bank statement** for salary paid to the staff through bank etc. are to be submitted to the office of the **Deputy Conservator** and payment will be made within **15 days** from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.
The invoice should contain the following information:
Name of the customer: **NEW MANGALORE PORT AUTHORITY**
GSTIN of customer: **29AAALN0057A2ZG**
- c) **GST will be paid extra as applicable.**
- d) Taxes such as **INCOME TAX** etc. as applicable will be deducted from the contractor's bill.
- e) No interest on account of delayed payments.
- f) Any claim for interest will not be entertained by the 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.
- g) **Payment will be made only in INDIAN RUPEES.**
- h) Contractor shall deposit the wages to his employee's Bank account on or before **7th** of every month.

26 PRICES

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

27 DEVIATION

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

28 ALTERATION

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

29 ALTERNATIVE/CONDITIONAL TENDER

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

30 BRIBES

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

31 ASSIGNMENT AND SUBLETTING

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

32 SUPPLY OF FUEL, FRESH WATER & FOAM

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

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

33 OFFICE SPACE

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

34 MANAGER

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

35 PORT CHARGES

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

36 ADDRESS

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

37 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization /de-mobilization.

38 PAYMENT OF WAGES TO STAFF

- i. **Payment of wages to the persons engaged by the contractor 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’. The minimum wages per day applicable as on 01.10.2022 as per Minimum Wages Act, 1948 are **Highly Skilled – Rs. 866/-, Skilled – Rs. 788/- and Semi Skilled – Rs. 671/-**.
- ii. 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 wages are normally revised by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. **Difference in revised minimum wages shall be claimed by the contractor for reimbursement after payment to the workers by submitting documentary proof.**
- iii. On National & Festival holidays specified by the Port, they will be paid overtime allowance as per applicable rules.
- iv. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor’s expense. One day in a week will be counted as a mandatory rest day (weekly off).
- v. The Port shall not be responsible for any labour disputes arising between contractor and the staff deployed on the contract.
- vi. Any shortage of manpower than the prescribed number, apart from per day wages of absentee/s, equal to per day wages of absentee/s is also deducted from contractor’s monthly bill towards penalty.

WELFARE MEASURES - EPF, ESI etc:

- i. All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952”.
- ii. All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952”.
- iii. All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act, 1948”.
- iv. The EPF & ESI contribution of the employees and immediate employer’s (contractor) contribution shall be remitted by contractor to the Authorities

concerned periodically at the applicable rates. **The immediate employer's (contractor) EPF & ESI contribution will be reimbursed to the contractor based on the documentary evidence submitted towards remittance made.**

- v. 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 NMPA.

39 ALCOHOLIC LIQUOR OR DRUG

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

40 PRICE BID EVALUATION

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

DAY CHARGES towards Hiring of Foam Fire Tender with Manpower for a period of 03 years and extendable by 2 years.	= X
The rate to be quoted exclusive of GST.	
Total Contract Amount	= (X) x 1096 days

41 POLLUTION DAMAGES

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

42 SCOPE OF WORK

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

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

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

42.3 **MAINTENANCE:**

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

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

C. **REPAIR WORKS:**
The entire repair works and associated works to be taken up and expenses borne by the operator.

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

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

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

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

43 JOINT INSPECTION

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

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

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

44 DOWNTIME

The downtime of **6 days** will be credited in the beginning of each **contractual year**. The contractor can accumulate a **maximum downtime up to 2 days** in a contractual year to carry out any work / repairs. However, the contractor must take prior permission of the **Deputy Conservator, NMPA**, before laying up the **Foam Fire Tender** to carry out such maintenance work. Any down time not availed within respective contractual year will lapse without any charges. However, at any time at a stretch **not more than 2 days** can be availed to carry out any repairs/maintenance. If the downtime is beyond **2 days**, a **SUBSTITUTE FOAM FIRE TENDER** shall be provided as per **Clause No.46** failing which **PENALTY** will be levied as per **Clause No.45**.

45 PENALTY for NON AVAILABILITY OF FOAM FIRE TENDER INCLUDING FULL COMPLIMENTS (MANPOWER) DURING THE CONTRACT PERIOD

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

1 to 7 days	=	25 % of hire charges per day	+ No hire charges
8 to 14 days	=	50 % of hire charges per day	+ No hire charges
15 to 21 days	=	75 % of hire charges per day	+ No hire charges
22 to 30 days	=	100 % of hire charges per day	+ No hire charges

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

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

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

46 SUBSTITUTE FOAM FIRE TENDER

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

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

47 FOAM FIRE TENDER REQUIREMENTS

A.Foam Fire Tender as per **IS: 10460** – to be built on **TATA / Ashok Leyland / BharatBenz or equivalent** shall be in good working condition and model of **not earlier than 31-03-2021** at the time of deployment. **THE VEHICLE TO BE REGISTERED IN MANGALORE RTO BEFORE COMMENCEMENT OF CONTRACT.**

Fire Tender also fitted with the following equipments:

S.No.	Description	Qty.
1	Centrifugal Fire pump having discharge capacity of 2250 LPM at 7 kg/cm ² pressure with priming system	1 No.
2	Water Tank	4000 liters
3	Foam Tank	1000 liters
4	DCP fire extinguisher 75 Kg capacity	2 Nos.
5	1 X 100 mm suction inlet and 4 X 63 mm delivery outlets	1 set
6	Heavy duty full torque Power	1 No.
7	Long range Foam cum Water monitor	1 No.
8	Water & Foam level indicator	1 No.

9	Open circuit type indirect cooling system	1 No.
10	Foam proportioning system	1 No.
11	Hose reel hose	1 No.
12	Siren, Battery operated P.A. System	1 No.
13	Fire Bell	1 No.
14	12 V Battery Charger	1 No.
15	Foam transfer pump (Semi rotary type)	1 No.

B.ACCESSORIES

Accessories / Equipments shall be provided with the Fire Tender:

S.No	Description	Qty.
1.	Extension ladder — 10.5 Mtr (see IS : 4571- 19771 or IS : 930-19772)	1 No.
2	Armoured suction hose complete with round thread couplings to suit the pump inlet — 2.5 Mtr long (see IS : 2410-19633) and IS : 902-19744)	4 lengths
3	Delivery hose, 63 mm, rubber lined in 30 m lengths (see type II of IS : 636-19795) complete with instantaneous couplings (see IS : 903-19756)	10 lengths
4.	Suction strainer for item 2 (see IS : 907- 19657)	1
5	Basket strainer for item 2 (see IS : 3582- 19668)	1
6	Dividing breaching made of light alloy (see IS : 5131- 19699)	2
7	Collecting breachings made out of light alloy (see IS : 905-198010)	2
8	Suction wrenches (see IS : 4643-196811)	1 pair
9	Long line, 50 mm circumference, 30 Mtr long (see IS : 1084-196912)	2 lengths
10	Short line, 50 mm circumference, 15 Mtr long (see IS : 1084-196912) 2 lengths IS : 10460 - 1983	6
11	Fire proof Life line for SCBA 30 metre length	1
12	Hose bandages, rubberized [(see IS : 5612 (Part I)-197713]	12
13	Hose clamps [see IS : 5612 (Part II)- 197714]	6
14	Hydrant valve key and bar [(see IS : 910- 198015)]	1 set
15	Protective clothing for firemen complete with gloves, boots, helmets with suitable face shield made out of material capable of reflecting at least 95 percent of radiant heat temperatures around 1500 to 2000°C and also afford some protection against direct flame. The suit will be of sufficient size to accommodate a breathing apparatus to users.	2 sets

16	Fog nozzle (see IS : 952-196916) with extension applicator with fog head.	1
17	Hand controlled branch for 63 mm size hose coupling.	1
18	Branch pipe, universal (see IS : 2871- 198317)	1
19	Branch with revolving head (see IS : 906-197218)	1
20	Branch pipe (see IS : 903-19756)	4
21	Nozzle of sizes 12 mm, 16 mm, 20 mm and 32 mm (two each) (see IS : 903-19756) a) Adaptor for 100 mm suction female screw coupling and 63 mm male instantaneous. b) Adaptor double female instantaneous pattern 63mm. c) Adaptor double male instantaneous pattern 63 mm.	2 2 2
22	Nozzle spanners (see IS : 903-19756)	2
23	Portable electric box lamp with rechargeable accumulator.	2
24	Flameproof lamp (usable in the present of inflammable gases or vapors)	2
25	First aid box for 10 persons	1
26	Rubber gloves (in case) (see IS : 4770- 196819)	4 pairs
27	Axe, large (see IS : 703-196620)	1
28	Spade	1
29	Pick axe (see IS : 273-197321)	1
30	Crow bar (see IS : 704-196822)	1
31	Sledge hammer, 6.5 kg (see IS : 841- 196823)	1
32	Carpenter's saw, 60 cm (see IS : 5098- 196424)	1
33	Hydraulic jack — 16 tonne	1
34	Tool kit	1
35	Suction strainer (shoe type) 100mm size	1 No.
36	Basket strainer (cylindrical type)	1 No.
37	Long line 50 mm manila, 30 Mtr long (IS:1084)	2 length
38	Short line 50 mm manila, 15 Mtr long (IS:1084)	2 length
39	Self Contained Breathing Apparatus (SCBA- Ultra Light-Carbon Composite Cylinders) sets with one spare air cylinder of 45 min. duration of 6 ltrs. 300 bar pressure shall be CE marked to EN 137 & face mask to EN 136 CL3/ 111. Air cylinder & its value shall have NOC from CCE – Nagpur.	6 Set

40	SCBA compressor	1 No
41	Aluminized asbestos suit	4 Nos.
42	FB 5 X (Foam Making Branch)	2 Nos.
43	Tool Kit	1 No
44	Multipurpose hand held nozzle (made of light alloy extruded construction conf. to 64430 –WP grade, twist type control for straight jet, spray, and wide angle fog)	2 Nos.

C.Manning Pattern

MANNING: Foam Fire Tender to be manned as per the following manpower (8 persons per shift) suitably 24x7 (3 shifts) basis round the year (including weekly off / Public holidays) as per the requirement.

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

Note:

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

Manpower & Qualification

Sub Officer (Highly skilled)	1 No.	Sub Officer Course Certificate holder from National Fire Service College, Nagpur or any other approved State Govt. Fire Service Institution.
Leading Fireman (Skilled)	1 No.	a) Matriculation b) Capable to conducting all types fire drills to the fireman
Driver (Skilled)	1 No.	a) Matriculation b) Possession of valid Heavy driving license and at least 3 years experience in driving of heavy motor vehicles c) Experience of handling Centrifugal pump
Fireman (Semi skilled)	4 Nos.	a) Matriculation b) One month basic firefighting training in recognized fire Service Institution
Maintenance Engineer / Technician (Skilled)	1 No.	ITI or Diploma in Automobile / Mechanical from recognized Institution

	<p>D.Shift Timings: 1st shift 0600 to 1400 hours 2nd shift 1400 to 2200 hours 3rd shift 2200 to 0600 hours</p>
	<p>E.The Foam Fire Tender shall have valid registration with yellow board and shall comply with the provisions of Motor Vehicles Act/rules, to the extent applicable.</p>

48 PERSONAL PROTECTIVE EQUIPMENT: (PPE)

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

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

50 MAINTENANCE OF LOG BOOK

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

51 HOT WORK

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

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

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

54 FALSE INFORMATION

- a) In case any of the information furnished by the bidder is found to be wrong / false during scrutiny, Bid shall be disqualified & rejected.
- b) In case any of the information furnished by the bidder is found to be wrong / false during contract period, contract will be terminated and performance security will be forfeited.

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

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

57 The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition)Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

58 The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authorityon

this work, the Port Trust shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

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

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

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

61 The contractor has to submit an **Indemnity Bond** as per prescribed format **Form -3** prior to commencement of work.

62 The contractor has to submit an **Undertaking** as per prescribed format **Form -4** prior to commencement of work.

63 POLICE VERIFICATION

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

64 MAINTENANCE OF ATTENDANCE REGISTER

An attendance register to be maintained by the contractor for the staff and the same to be produced to the **Fire Officer** or his representative.

Date:

Signature of the bidder with stamp

Annexure -1

Bidder Information Form

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

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

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

Page ----- of -----pages

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

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

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

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

5. Bidder's Authorized Representative Information

Name of the Authorized Representative: ----- [insert Authorized Representative's name]

Name of the firm: ----- [insert Firm's name]

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

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

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

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

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

PAN NUMBER

GST Registration Numbers

(Authorised Signatory)

Company Seal:

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

Annexure -2

MINIMUM QUALIFICATION CRITERIA OF BIDDERS

1.	List of all Completed Contracts during the last TEN (10) years similar in nature ending on last day of month previous to the one in which tenders are invited:				
Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
a)	Work Order for each completed work is to be enclosed.				
b)	Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total Contract Amount in INR.				
ONGONG CONTRACTS: Completed portion of ongoing contract will be considered. The Bidder shall submit a SATISFACTORY WORK COMPLETION CERTIFICATE for the completed period of contract from its client stating the value of contract.					

2 Existing commitments and ongoing works						
	1	2	3	4	5	
S.No.	Description of work	Contract No. date	Name of the client	Contract value	Period of contract	
					from	to

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

UNDERTAKING

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS”** have not been altered, in any form by us.

Signature

For and on behalf of.....

(Company Seal)

Date:

Annexure -4

Bankers Details for E Payment

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

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

COVERING LETTER

No.....

Date:.....

To,
The Dy. Conservator,
Marine Department,
New Mangalore Port Authority,
Panambur-575010
Mangalore.

Dear Sir,

Sub: Submission of Technical Bids

Ref: Tender No **NMPA/PFS/HFT/2022/110** dated 05-12-2022 for
**“HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A
PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS”**

Please find attached herewith the following enclosures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

Place:
Date:

Signature:
Seal:

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

Annexure -6

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

FORMAT OF POWER OF ATTORNEY

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

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

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

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

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

Annexure -7

TECHNICAL SPECIFICATION OF FOAM FIRE TENDER

SI No	Description	
1	IS 10460: Indian standard requirement of Foam fire tender	
2	Built: TATA / Ashok Leyland / Bharat Benz or equivalent	
3	Model: Not earlier than 31-03-2021	
4	Pump: Not less than 2250 LPM @ 7kg / cm²	
5	Water tank capacity: Minimum 4000 Liters	
6	Foam tank capacity: Minimum 1000 liters	
7	Dry Chemical Powder: Minimum 75 Kgs	
8	Seating capacity: Minimum 7 members (Including Driver)	
9	Extension ladder – 10.5 Mtr extension ladder (see IS : 4571- 19771 or IS : 930-19772)	
10	FOAM FIRE TENDER EQUIPMENTS Clause No.47(A)	
11	FOAM FIRE TENDER ACCESSORIES Clause No.47(B)	

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

Signature of the Bidder with date
Company Seal:

DECLARATION

We hereby certify that our company/firm **M/s.....**
has not been debarred or de-listed or blacklisted by any
Government (Central/State), Semi Government Agency or
Any PSUs.

Signature

For and on behalf of.....

(Company Seal)

Date:

DECLARATION
(Incase of Proprietorship firm)

We hereby certify that our company/firm **M/s.....**
is a Proprietorship firm and undersigned is the Proprietor of
the company.

Company seal with Date

Signature of Proprietor of the Company

SPECIMEN FORM OF CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made on the _____ day of _____ 2022.

BETWEEN

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

and

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

WHEREAS the PORT invited Tenders against tender *no.....* for execution of “**HIRING OF FOAM FIRE TENDER WITH MANPOWER FOR A PERIOD OF 03 YEARS AND EXTENDABLE BY 2 YEARS**” viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST] (hereinafter called “**the Contract Price**”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the **Port** and the **Contractor**, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract;
 - (c) Notice Inviting Tender and Tender No. **Dated**
 - (d) Replies issued to the Pre-bid queries, Corrigendum to Tender
 - (e) The Bidder’s original Price Bid
 - (f) The Port’s Work Order No. **Dated**
 - (g) Add here any other document(s)

AND WHEREAS

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

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

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

For and on behalf of the PORT

For and on behalf of the Contractor

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

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

in the presence of [insert identification of
official witness]

in the presence of [insert identification of
official witness]

Form -2

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

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

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

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

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

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

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

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

6. We, _____ (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing
7. **“Notwithstanding anything contained herein:**
- a) **Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);**
 - b) **This Bank Guarantee shall be valid upto _____; and**
 - c) **We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”**

Date day of 20

Signature

For (Name of Bank)
(Name)

INDEMNITY BOND

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

This deed of indemnity is executed byherein 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 herin a Tender/Contract or for supply of / Construction of on terms and conditions set out interalia in the **Work Order No.....**valued at **Rs.....**

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

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

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

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

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

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

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

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

Station:
Date :

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

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

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

UNDER TAKING

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

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

Place:
Date:

Signature:
Seal:

Form -5

Specimen Bank Guarantee Form for EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: **Board members of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka**

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

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

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;
or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer;
or
 - (ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof;

“Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);**
- b) This Bank Guarantee shall be valid upto _____; and**
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”**

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date _____

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so-should also be enclosed]

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

1.0 Commitments of the 'BUYER/ EMPLOYER'

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

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

4.0 PREVIOUS TRANSGRESSION

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

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs...../-** (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
- i) Bank Draft or a Pay Order in favour of **FA & CAO, NMPA**
 - ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of **six** months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
 - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause

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

8.0 Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission
Name and Address of the Monitor.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

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

10.0 Law and Place of Jurisdiction

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

11.0 Other Legal Actions

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

12.0 Validity

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

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

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

13.0 The parties hereby sign this Integrity Pact at _____ on _____

BUYER/EMPLOYER
Name of the Officer and Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Address of IEMs

Shri. Prem Chand Pankaj, Ex-CMD NEEMCO

M 402, Pioneer Park, Sector 61, Golf Course, Extn Road, **GURGAON .**

prempankaj@gmail.com

BOQ - PRICE SCHEDULE

Validate	Print	Help	<u>Item Rate BoQ</u>			
Tender Inviting Authority: Deputy Conservator, Marine Dept., New Mangalore Port Authority						
Name of Work: Hiring of Foam Fire Tender with Manpower for a Period of 3 years and Extendable by 2 years						
Contract No: NMPA/PFS/HFT/2022/110 DATED 05-12-2022 e-tender No. 2022_NMPT_727070_1						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMB ER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE Per Day in Figures to be entered by the Bidder in Rs. P	TOTAL AMOUNT WITHOUT TAXES IN Rs. P	TOTAL AMOUNT IN WORDS
1	2	4	5	13	53	55
1	DAY CHARGES					
1.01	DAY CHARGES towards Hiring of Foam Fire Tender with Manpower for a period of 03 years and extendable by 2 years. The rate to be quoted exclusive of GST.	1.000	Day		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			

Note:

- Rate to be quoted exclusive of GST. GST would be paid extra as applicable.
- The increase in minimum wages, EPF @ 13 % (contractor's part of 12 % + 1 % administrative charges of total monthly wages subject to maximum of Rs.15,000/month) & ESI @ 3.25 % of total monthly wages would be reimbursed to the contractor by the port on submission of documentary proof regarding payment made to the concerned Authorities.
- **The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.**
- Price bid evaluation will be as per **Clause No.40** of **GCC**.
- The Bidder whose Price Bid is found to be the **Lowest** shall be considered for award of Contract.

NMPA BANK DETAILS FOR REMITTING TENDER FEES

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

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