



NEW MANGALORE PORT AUTHORITY
Ministry of Ports, Shipping & Waterways
Govt. of India



TENDER DOCUMENT FOR

“DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR”

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

N.I.T. No. CME - 09/2022-23

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TITLE OF WORK: **TENDER FOR “DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR”.**

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। 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. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है। DSC once mapped to an account cannot be remapped to any other account.. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। 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. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी 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. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। 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. यदि कोई स्पष्टीकरण है, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or www.newmangalore-port.com पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। 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 the corrigendum published before submitting the bids online on the portal or 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. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should submit the EMD and tender fee as specified in the tender. The original RTGS/NEFT receipt /evidence of EMD Credited should be posted/couriered/given in person to the Tender Inviting Authority,(or attached along with technical bid) within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए। The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the bid including tender document(s) online duly sealed, signed, filled well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा। 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. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियाँ, जो अवसूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा। 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. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। 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. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा,। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।

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

16. बोली को फ्रीज करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएँ। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा। 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. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा। 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. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। 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. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। 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. Organization will not be responsible for it.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा। 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. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। 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. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा।
Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily except in the case as per clause no.2.2.1(e) below.
23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Successful Bidder shall file the applicable returns with Tax departments in time and submit the same as documentary proof
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा। In the event of forfeiting the LD/SD, GST is applicable and while imposing damage charges, applicable GST shall be collected.
26. GST returns shall be filed in time by the successful Bidder. Input Tax credit lost if any due to non-filing of return will be recovered from successful Bidder.

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SCHEDULE OF TENDER (SoT)

1. NOTICE INVITING TENDER

N.I.T. No.CME-09/2022-23

Date: 11/02/2023

TITLE OF WORK: TENDER FOR “Design, Supply, Installation, Testing & Commissioning of 01No.Column Type Vessel access telescopic gangway at Oil Berth No. 13 of NMPA along with Comprehensive Operation & Maintenance for a period of Five Years, after the expiry of free guarantee period of one year”.

1	निविदा संख्या/ TENDER NO. CME-09/2022-23 निविदा आईडी/ Tender ID: 2023_NMPT_740052_1	Date: 11/02/2023
2	निविदा का तरीका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि/ Date of NIT available to parties to download.	11/02/2023 at 10.00 hrs
4	ऑनलाइन प्री-बिड केरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid query submission	11/02/2023 at 10.00 hrs
5	ऑनलाइन प्री-बिड केरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid query submission	20/02/2023 at 15.00 hrs
6	अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender	Rs 11,03,00,000/- (Rupees Eleven crores three lakhs only) excluding GST
7	बयाना राशि/ Earnest Money Deposit	Rs. 24,82,000/- (Rupees Twenty Four Lakhs Eighty Two Thousand only) or exemption certificate as per clause No 2.2.1(e) of ITT. The EMD may be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects.
8	निविदा शुल्क/ Tender Fees	Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(e) of ITT

9	http://eprocure.gov.in/eprocure/cpp पर ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि/Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	21/02/2023 at 10.00 HRS
10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid.	06/03/2023 at 15.00 HRS
11	तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid.	07/03/2023 at 16.00 HRS
12	मूल्य बोली खोलने की तिथि और समय/ Date & Time of opening of Price Bid	To be communicated separately
13	संविदा अवधि/ Contract period	Design, Supply, Installation, Testing & Commissioning (DSITC) shall be completed within twelve months from the date of issue of work order/LOA. Comprehensive Operation & Maintenance Contract (COMC) for a period of five years shall start after the expiry of the free guarantee period of one year from the date of commissioning
14	निविदा की वैधता /Validity of Tender.	120 days from the date of opening of tender (Tech. Bid)

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

Sd/-
(Gladstone L V)
Executive Engineer (Mechl.)II

2. INSTRUCTIONS TO THE TENDERERS(ITT)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer(Mech) II on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms established in India, for the work of **“Design, Supply, Installation, Testing & Commissioning of 01 No. Column Type Vessel access telescopic gangway at Oil Berth No. 13 of NMPA along with Comprehensive Operation & Maintenance for a period of Five Years, after the expiry of free guarantee period of one year”**.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit – shall be 24,82,000/- (Rupees Twenty Four Lakhs Eighty Two Thousand only). RTGS/NEFT receipt of the same shall be uploaded along with the Technical Bid. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser’s interest in all respects. *The evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.*
- b) TENDER FEE for Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- f) Particulars of tenderer – Annexure 1
- g) Financial turnover – Annexure 2
- h) Details of experience – Annexure 3
- i) Tender form – Annexure 4
- j) Format for Declaration – Annexure 8
- k) Format of Power of Attorney – Annexure 9
- l) Format for proprietorship – Annexure – 10

- m) Dispute Review Board Agreement – Annexure 11
- n) Details of ongoing Contract – Annexure 12
- o) Bank information for E-payment – Annexure 13
- p) Hand receipt – Annexure 14
- q) Undertaking of Indemnification – Annexure 15
- r) Verification of local content – Annexure 16
- s) Certificate for tenderers / bidders sharing land border - Annexure 17
- t) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -18
- u) Undertaking for site visit as per Annexure 19
- v) Joint Venture Partner Information Form as per Annexure 20
- w) Manufacturer's Authorization as per Annexure 21
- x) Proforma of Joint Venture/Consortium Agreement as per Annexure 22
- y) Proforma of Power of Attorney for Lead Member of JV/ Consortium as per Annexure 23
- z) Format for Details of Consortium Members as per Annexure 24
- aa) Specimen Letter of Integrity Pact as per Annexure 25
- bb) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.**

2.2.2 Price Bid shall be uploaded only through ONLINE:

2.2.2.1 Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.2.2.2 The bidder is advised to undertake a site visit to get familiarized with the site conditions and bid the tender accordingly and has to compulsorily submit the duly signed Annexure – 19 along with the technical bid. Non submission of the same will lead to disqualification.

2.2.2.3 The rates quoted shall be inclusive of packing and forwarding, custom duties, transportation, insurance and all statutory levies excluding GST and shall remain firm & final till satisfactory completion of entire work and taking over of the same by the NEW MANGALORE PORT AUTHORITY as per terms and conditions of the contract.

2.2.2.4 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST tax rate.

2.2.2.5 The rate for CO&M shall be quoted as per the price bid document from the date of commencement of CO&M

and will remain constant during the CO&M period and will not be subject to any escalation for any reason whatsoever.

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -2, 3 & 4.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.23.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

- 2.4.1 **FINANCIAL CRITERIA:** The Bidder should have an average Annual financial turnover of **Rs. 3,30,90,000/-** for the last 3 financial years 2019-20, 2020-21 & 2021-22.

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

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

- One similar completed work costing not less than Rs. 8,82,40,000/- excluding GST

OR

- Two similar completed works each costing not less than Rs. 5,51,50,000/- excluding GST

OR

- Three similar completed works each costing not less than Rs.4,41,20,000/- excluding GST

“Similar Works” Similar Works” means, the bidder shall have experience of Design, Supply, installation, testing, commissioning, of column type/ elevated type telescopic gangway system of Tower/Column Height not less than 10mtrs. with Minimum 4 mtr. horizontal outreach for embarking and disembarking to/from ships at any Ports.

- 2.4.2.1 In order to meet the Technical criteria as per clause No 2.4.2 above, the bidder shall enclose self-attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

2.4.2.2 If the Bidder is submitting bids with the credentials of OEM, the OEM's (Original Equipment Manufacturer) technical and financial eligibility as per the Pre-Qualification Criteria (PQC) of tender documents will be considered for evaluation purpose of bid on production of necessary Manufacturer's Authorization letter from OEM. Either Authorized dealer(s)/ Agency/ Authorized Channel Partner, 'or' OEM itself can bid, but both cannot bid simultaneously for the tender. If both OEM and Authorized dealer(s)/ Agency/ Authorized Channel Partner, submits their bids, the bid of the OEM only shall be considered for evaluation. If there are more than one Authorized Channel partners/agencies /Dealers for a particular OEM , all the partners can participate subject to submission of valid authorization certificate from the OEM. Further, if Authorized dealer(s)/ Agency/ Authorized Channel Partner are participating on behalf of the OEM, then they shall submit an undertaking from the OEM(on OEM's letter head) as per Anneuxre-21.

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

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

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion etc.

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

2.6 RATES TO BE INCLUDED FOR ALL EXPENSES

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

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

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

2.7 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.7.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.

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

- 2.7.3 In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him as per **Annexure – 10.**

2.8 ONE BID PER BIDDER

- 2.8.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.8.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.8.2.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
- 2.8.2.2 Submit more than one Tender in this Tendering process.
- 2.8.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.23.3, at the date of contract award, shall be disqualified.
- 2.8.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.9 BIDDER TO INFORM HIMSELF FULLY

- 2.9.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.9.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.9.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.10 EARNEST MONEY DEPOSIT (BSD)

- 2.10.1 Earnest money Deposit (EMD) should be of 24,82,000/- (Rupees Twenty Four Lakhs Eighty Two Thousand only). Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(e).
- 2.10.2 The EMD shall be submitted in the form of Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encashable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 6 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial Un priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.100/-. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 2.2.1 (e).
- 2.10.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of **Security Deposit cum Performance Guarantee** as stipulated in the tender clause **2.22**.
- 2.10.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **28 days** from the date of issue of **Letter of Acceptance**.
- 2.10.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing damage charges & Liquidated damages GST as applicable shall be collected.
- 2.10.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
- 2.10.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.10.6.2 The successful Bidder fails within the specified time limit to:
- 2.10.6.2.1 Sign the Agreement AND / OR furnish the required Performance security.
- 2.10.6.2.2 Fail to commence the work on the specified date as per LOA/Work order.
- 2.10.6.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
- 2.10.6.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
- 2.10.6.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.11 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The

request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.12 AMENDMENTS:

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

2.12.2 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 submit the same along with his Tender duly signed and sealed in all pages.

2.13 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.

2.14 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.10 of Tender Document.

2.15 TENDERED CURRENCIES:

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

2.16 PRE BID MEETING

The bidder or his official representative is invited to attend a pre-bid meeting which will be held on 20/02/2023 at 15.30 hrs at Administrative Building, NMPA. The Bidders can also upload their queries on the website before the pre-Bid meeting date. The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage. The queries/clarification received from the Tenderers would be discussed and the response of the Port Authority's shall be uploaded on NMPA/Govt./CPP websites.

2.17 CONDITIONS FOR BID SUBMISSION BY JV/ CONSORTIUM

Companies/ Bidder may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the

task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

If the Bidder is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

- 2.17.1 A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the preform at Tendering Form of section IV shall be enclosed with the bid. Lead partner should have executed at least one similar work costing Rs.8,82,40,000/- as per Minimum Eligibility Criteria.
- 2.17.2 Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Tendering Form, which shall be enclosed with the bid.
- 2.17.3 The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 2.17.4 The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- 2.17.5 All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 2.17.6 Bid Security as required shall be furnished by Lead Member of Joint venture.
- 2.17.7 Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 2.17.8 Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears, in more than one bid then both application may be rejected.
- 2.17.9 Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- 2.17.10 All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

- 2.17.11 Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 2.17.12 The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 2.17.13 All the correspondences between the Employer and the successful Bidder shall be routed through the Lead Partner.
- 2.17.14 In the event of default by the Lead Partner, it shall be construed as default of the Successful Bidder; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.17.15 An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid
- 2.17.16 In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the successful Bidder and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.17.17 The successful Bidder shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the successful Bidder and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.17.18 One of the partners of JV/Consortium should have downloaded the bid documents.
- 2.17.19 Other conditions of JV/ Consortium:
- 2.17.19.1 Bids Submitted by Consortium: Any bid not accompanied by MOA shall be rejected by the Employer as being non responsive and not a valid legally binding offer (not legally binding on the Consortium members as the bidder consortium has not come into existence on the date of bid submission) and hence nonresponsive.
- 2.17.19.2 Eligibility/Qualification requirements for Bidders: Bids may be submitted by a sole bidder or a consortium of maximum three firms/parties [including leader & member(s)].
- 2.17.19.3 The division in scope of work between consortium members shall be commensurate with their past experience. The overall project management shall be performed by the leader. The member of consortium shall assume responsibility jointly and severally and shall submit agreement/MOA along with the Bid clearly defining the scope and responsibility matrix of each member along with nomination of the leader. This agreement/MOA must remain in force till time for completion plus defect liability period for the facilities.
- 2.17.19.4 In case bidder has an experience as a consortium member and such member has executed a job within its scope as a member of the consortium, which is required as experience as per the technical eligibility requirement stated herein above, the same will be considered. Appropriate documentary evidence to establish this is to be submitted towards such experience.
- 2.17.19.5 Turnover: In case of consortium, each consortium member should have turnover not less than in proportion to their share of work in terms of value as envisaged in their

tender and the cumulative turnover of the consortium should not be less than the amount as mentioned above.

2.17.19.6 Integrity Pact: If the Successful Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

2.17.19.7 Bank Account details of each members of Consortium should be submitted with the bid. Also, GST registration of each members of Consortium should be submitted with the bid.

2.18 TENDER OPENING AND EVALUATION:

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

2.18.2 SCRUTINY AND EVALUATION OF THE TENDER

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

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

2.18.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.18.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.18.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No

change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.18.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.18.3 OPENING OF PRICE BID:

2.18.3.1 Tenders, which are found to be in conformity with NMPA’s Tender requirement, shall be considered for opening of Price Bid.

2.18.3.2 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.

2.18.3.3 The Bidders has to quote the rate for the subject work in the price Bid format– PART III excluding GST.

2.18.3.4 Following factors shall be considered for evaluation of Bid

2.18.3.4.1 The evaluated Bid value shall be calculated using NPV method

2.18.3.4.2 Contract Value ie. Total sum of the price mentioned for Sl.No.1 of BOQ i.e. Design & Supply, Installation, Testing & Commissioning of complete 01 No. of Column Type Vessel access telescopic gangway at Oil Berth No 13 excluding GST as provided in the price schedule.

2.18.3.4.3 Net Present Value of Sl.No.2 of BOQ i.e. Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA including supply of all materials & manpower as per the scope of work for a period of 60 months (5years) excluding GST.

Discounting rate for NPV will be taken as @ 8.30%.

Evaluated bid value (EBV)= (Evaluated price of Sl. No.1) + (NPV of Sl.No.2) (excluding GST)

NPV Calculation Formula

COMC Amount for 1 st year	COMC Amount for 2 nd year	COMC Amount for 3 rd year	COMC Amount for 4 th year	COMC Amount for 5 th year
A1	A2	A3	A4	A5

$$\text{NPV of COMC prices} = A1/(1+0.083) + A2/(1+0.083)^2 + A3/(1+0.083)^3 + A4/(1+0.083)^4 + A5/(1+0.083)^5$$

Note:

*Bidder with overall lowest EBV shall be L-1 and bidder higher than that shall be L-2, L3, etc

* Present value factor for the mentioned discount rate will be considered up to three decimal places only.

*The evaluated price shall be exclusive of GST.

2.18.3.5 Further, in order to promote the Make in India Initiative by the Government of India, Class I Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions) :-

2.18.3.5.1 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.

2.18.3.5.2 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject to Class –I local Supplier’s quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

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

Note : The Class I local supplier/Class II Local Supplier shall submit the self attested copy of Annexure 16 compulsorily along with the Bid clearly indicating the percentage of local content and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

2.18.3.6 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.18.3.7 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

2.18.3.8 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

2.18.3.9 The price Bid with any counter conditions will be summarily rejected.

2.19 AWARD OF CONTRACT

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

2.20 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.19, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the Lowest offer.

2.21 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.21.1.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the successful Bidder in consideration of the execution completion and maintenance of the works by the successful Bidder as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.21.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.22.

2.21.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Successful Bidder shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Successful Bidder, in the Annexure 5 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.22 PERFORMANCE SECURITY

The Security Deposit/ Performance Guarantee Shall be 3% of Contract Value. The successful bidder has to submit two Performance Guarantees for DSITC stage & COMC period each.

- 2.22.1 The Performance Guarantee for DSITC stage shall be submitted by the successful bidder equivalent to 3% of the total contract value minus the Operation & Maintenance quoted by the bidder in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid till the completion of guarantee period plus Six Months claim Period. Thereafter, the Performance Security shall be released to the Contractor after submission of BG as per 2.22.2 below, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.10 of ITT. The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- 2.22.2 Comprehensive Operation and Maintenance Contract(COMC) Security Deposit :The Successful Bidder shall deliver the COMC Performance Security 28 days prior to Commencement of COMC Service, for an amount equivalent to 3% (three percent) of amount towards annual COMC Service for the year.
- 2.22.2.1 3% of amount towards annual COMC Service shall be in the form of Bank Guarantee in form of Bank Guarantee, or Demand Draft issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Mangalore. Every year a fresh COMC Performance Security shall be submitted by the Successful Bidder, having validity of 12 months and 3 months prior to expiry of earlier Operation and Maintenance Performance Security. The final Performance BG for the O&M contract shall have a validity of 18 months and will be released immediately after the completion of the contract duly deducting dues if any.
- 2.22.3 Successful Bidder has to submit the Performance security as mentioned above within 28 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 2.22.4 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the successful Bidder that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 2.22.5 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- 2.22.6 The Bank Guarantee is required to be dispatched by the issuing bank directly to The

Employer by Registered AD Post.

- 2.22.7 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Mangalore.
- 2.22.8 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the successful Bidder fails to carry out the work or perform or observe the conditions of contract.
- 2.22.9 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the successful Bidder for the next three years.
- 2.22.10 The Performance Security shall be discharged by the Employer and returned to the successful Bidder not later than Fourteen (14) days following the date of Completion of the Successful Bidder's Performance obligations under the Contract, including any guarantee obligations

Note:- 1. The damage claim for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

2.23 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

2.23.1 defines, for the purpose of these provisions, the terms set forth below as follows:

2.23.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.23.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.23.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.23.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent

practices in competing for, or in executing, the contract.

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

2.25 SETTLEMENT OF DISPUTES:

2.25.1 **Amicable Settlement of Disputes:** If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Successful Bidder in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party to refer the disputes to the Chairman of New Mangalore Port Authority and Successful Bidder as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve such dispute, difference or claim.

2.25.2 **Conciliation:** If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 2.25.1 or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.25.3 or 2.25.4.

2.25.3 **Arbitration**

2.25.3.1 Any Dispute which is not resolved amicably as provided in Clause 2.25.1 and/or 2.25.2 shall be finally settled by arbitration as set forth below: -

2.25.3.1.1 The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

2.25.3.1.2 The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from

time to time. The rules of SAROD – Ports are placed at Appendix.

2.25.3.1.3 The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English

2.25.3.1.4 The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

2.25.4 **Adjudication by Adjudicatory Board:** In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Successful Bidder and the New Mangalore Port Authority, all disputes not settled under Clause 2.25.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 2.25.3 and the adjudication hereunder shall be final and binding.

2.25.5 In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

Sd/-
(Gladstone L V)
Executive Engineer (Mechl.)II

3.0 GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 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:

- 3.1.1 "**Employer**" means New Mangalore Port, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "**Successful Bidder**" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Successful Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "**Contract**" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "**Contract Price**" means the total sum of money to be paid by the employer to the successful 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, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "**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.
- 3.1.6 "**Work**" or "**Works**" shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the successful Bidder under the contract.
- 3.1.7 The "**Site**" shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "**Drawings**" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the successful Bidder with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the successful Bidders or by the Chief Mechanical Engineer in accordance with these contract conditions.
- 3.1.10 "**Trials**" and "**Tests**" shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- 3.1.11 "**Approved**" or "**Approval**" shall mean approval in writing.
- 3.1.12 "**Month**" shall mean English Calendar Month.
- 3.1.13 "**Engineer-in-charge/representative**" shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.14 "**Local Content**" means the amount of value assed in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties) as a proportion of the total value, in percent.

- 3.1.15 “**Class – I local supplier**” means a supplier or service provider , whose goods , services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.16 “**Class – II Local Supplier**“ means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.17 “**Non Local supplier** “ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.18 “**Margin of purchase preference**” means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.19 “**L1**” means the Lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.20 “**Nodal Ministry**” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.21 “**Procurement entity**” means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 USE OF CONTRACT DOCUMENT:

- 3.2.1 The Successful Bidder shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 3.2.2 **Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3 PERIOD OF CONTRACT:

The DSITC shall be completed within 12 months (9 months for Supply + 3 months for Installation excluding Monsoon if applicable) from the date of issue of work order/LOA failing which Liquidated damages as per clause No 3.4 is applicable. Comprehensive O & M contract for a period of five years shall start after the expiry of the free guarantee period of one year from the date of commissioning.

Note: The Monsoon period will be reckoned from 1st June to 30th September.

3.4 LIQUIDATED DAMAGES:

If the work i.e. **DSITC** is not completed within 12 months as mentioned above, then the successful bidder shall pay to the Employer the relevant sum equivalent to ½ percent per week to a maximum of 10% of the Price quoted for Sl.No.1 of BOQ as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Successful Bidder for such default) for every week or part thereof which shall elapse between the relevant Time for Completion and the actual date of completion of DSITC portion.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Successful Bidder. The payment or deduction

of such damages shall not relieve the Successful Bidder from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Applicable GST shall be levied while levying liquidated damages.

3.5 Prices charged by the Successful Bidder for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Successful Bidder in its Tender. No request for any change in rates will be entertained during the pendency of the contract.

3.6 PAYMENT TERMS:

3.6.1 Schedule of Payments for DSITC Period :-

3.6.1.1 On submission and approval of all design documents, drawings, operation & maintenance plan and all other documents as mentioned in the scope by Employer's Representative/ TPIA: 05% of Accepted Contract Amount for BOQ Sl. No 1.

3.6.1.2 On receipt of the Telescopic Gangway in complete at site duly certified by the Employer's Representative/ TPIA as per the technical specification and terms and conditions specified in the Contract: 65% of Accepted Contract Amount of respective item of BOQ, Sl. No. 1.

3.6.1.3 On installation/ construction/ erection, testing, satisfactory trial-runs, acceptance of Commissioning of the entire system by the Employer's Representative/ TPIA as per the technical specification and terms and conditions specified in the Contract: 30% of Accepted Contract Amount of respective item of BOQ, Sl. No. 1.

3.6.2 Schedule of Payments for COMC Period:-

3.6.2.1 During the COMC service period, the successful Bidder shall be entitled to receive payment of O & M on monthly basis as quoted in Price Bid Sl. No 2. The payment shall be released on monthly basis through RTGS against submission of bills in triplicate during O & M contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source on satisfactory completion of each month on certification by the EIC on submission of bill, complete in all respects along with the various monthly operation and maintenance reports.

3.6.2.2 The successful Bidder should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank, ESI, PF credited details etc. The successful Bidder must certify that the payment to the employees provided by him have to be credited to concerned individual bank.

3.6.3 The following document shall be submitted along with invoice for material supply.

3.6.3.1 Invoices 1 set of original + 2 Sets of copies.

3.6.3.2 LR/GR/RR - 3 Copies.

- 3.6.3.3 Packing list or delivery challan - 3 copies.
- 3.6.3.4 Test certificate wherever applicable - 3 copies
- 3.6.3.5 Certificate of Insurance - 1 Copy
- 3.6.3.6 Manufacturer Test Report - 1 Copy.
- 3.6.3.7 Material Dispatch Certificate (MDC) issued by employer prior to dispatch of material - 3 copies.
- 3.6.3.8 The details of where material shall be used.

The following document shall be submitted along with invoice for Installation, Testing & Commissioning Sl. NO 1 related payment:

- (i) Relevant drawing / documents duly approved by employer.
- (ii) Issued certificate of work completion report / QC report etc. stating completion of work / milestone as per required specification duly certified by Employer.
- (iii) If applicable, status of completion of NC for particular work / milestone.

3.6.4 Payment shall be released to the successful Bidder on completion of work deducting dues if any within 15 days from the submission of the bill in full shape. No advance payments shall be made to the successful Bidder.

3.6.5 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 Successful Bidder or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Retention money of Performance Security amount.

3.7 TAXES:

3.7.1 For goods manufactured outside India, the successful Bidder shall be entirely responsible for all taxes, stamp duties license fees and other such levies imposed outside India.

3.7.2 For goods Manufactured within India, the Successful Bidder shall be entirely responsible for all taxes, duties, license, fees etc., incurred until delivery of the contracted Goods to the Employer at project site.

3.7.3 If any tax exemptions, reductions, allowances or privileges may be available to the Successful Bidder in India, the Employer shall use its best effort to enable the successful Bidder to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer. If any tax exemptions, reductions, allowances or privileges may be available to the Successful Bidder in India, the Employer shall have a claim on such exemptions. The Successful Bidder shall quote his price by considering all such exemptions.

3.7.4 The final rates required to be quoted by the Tenderer against each item should exclude all taxes (GST). Custom duty or any other such Duty or tax shall be included in the quote by the bidder . GST shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of GST separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise. This amount shall be recovered

from the Successful Bidder and if they fail to pay the same the Employer shall have the right to recover the same from the Successful Bidder's bill and/or deposit.

3.7.5 The successful Bidder shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Successful Bidder/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non-filing of GST return will be recovered/ collected from Final Bill.

3.8 INCOME TAX: Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the successful Bidder by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

3.9 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Successful Bidder that Successful Bidder has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.

3.10 The specifications and drawings are to be considered as explanatory to each other and should anything appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative whose explanation shall be final and binding upon the Successful Bidder/Successful Bidders who shall execute the work according to such explanations and also to liaise with the inspecting agency at the manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in price schedule and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

3.11 The Successful Bidder shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations .

3.12 The Successful Bidder shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act.

3.13 EXIT CLAUSE:

NMPA will have the liberty to terminate the Comprehensive Operation and Maintenance contract by giving an advance notice of (30) thirty days in case there are strong business reasons for it to do so as determined by its management.

3.14 TERMINATION OF THE CONTRACT

3.14.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Successful Bidder to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final), it shall also be open to NMPA to terminate this contract by giving not less than thirty (30) days notice in writing to that effect and if the successful Bidder, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.14.1.1 forfeit the Performance Guarantee as it may consider fit;

3.14.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Successful Bidder; and recover from the Successful Bidder (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.

3.14.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the Successful Bidder as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the successful Bidder under this tender or from money due to the Successful Bidder by NMPA under this or any other contract or otherwise. The Successful Bidder shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

3.14.3 If at any time the successful Bidder becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3.14.4 Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the successful Bidder by giving a notice period of thirty (30) days. The successful Bidder shall not have right of any claim on NMPA on account of such termination.

3.15 DEBARRING OF BUSINESS DEALINGS

3.15.1 In the event of premature termination of contract in terms of provisions of clause 3.14 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of three (03) years.

3.15.2 Further, in case if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the

pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years.

3.15.3 Further As per Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding, -

3.15.3.1 A bidder shall be debarred if he has been convicted of an offence:-

3.15.3.1.1 Under the prevention of Corruption Act, 1988; or

3.15.3.1.2 the India Penal code or any other law for the time being force, for causing any loss of life or property or causing a threat to public health as part of execution of public procurement contract.

3.15.3.2 A bidder debarred under sub-section (3.15.3.1) or any of its successors of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commence (DGS & D) will maintain such list which will also be displayed on the website of DGS & D as well as Central Public Procurement Portal.

3.15.3.3 A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.

3.15.3.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

3.16 The Bidder shall ensure that,

1. The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
2. Bidder/deployed staffs will follow all the required safety procedures while executing the job.
3. They indemnify the port for any accidents/incidents while carrying out the contract.

3.17 INSURANCE: The insurance shall be as follows;

3.17.1 All the materials shall stand insured in the name of New Mangalore Port Trust from the time of arrival at site till commencement of installation against fire, pilferage and damage for the value of 90% of each item. The charges for the insurance shall be borne by the Contractor.

3.17.2 During erection and till the work is completed and satisfactory taken over by the N.M.P.T after testing the materials shall stand covered by suitable erection Insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

3.17.3 All the men/women to be deployed by the Contractor for performing the contract shall be insured against injury/accidents/death by the Contractor at his own cost.

3.17.4 The Contractor shall indemnify New Mangalore Port Trust against all losses and claims In case of death or injury caused to any person by him during the execution of the work.

3.17.5 The Contractor shall effect and maintain the following policies at no cost to NMPT, during Contract period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

3.17.5.1 **Commercial General Liability (CGL):** The Successful Bidder is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;

- a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Successful Bidders.
- b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.
- d. The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

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

3.17.5.2 **Employer Liability Insurance:** The Successful Bidder shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Successful Bidder or Sub-Successful Bidder against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs,

charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Successful Bidder.

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

3.17.5.3 **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Successful Bidder or sub-successful Bidder(s) (whether or not owned by them) in connection with the execution of the contract.

3.17.5.4 **Claim Lodgement:** In all cases the Successful Bidder shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Successful Bidder shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Successful Bidder shall arrange prompt release against bond, securities or cash as required.

3.17.5.5 The Successful Bidder shall submit to the Employer;

- a. Evidence that the insurances described above have been effected and
- b. Copies of policies for the insurances described in the clauses have been submitted.
- c. When each premium is paid, the Successful Bidder shall submit evidence of payment to the Employer.

3.17.5.6 The Successful Bidder shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.

3.17.5.7 The Successful Bidder will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.18 INDEMNIFICATION: The Successful Bidder shall submit the indemnification undertaking as per Annexure 15.

3.19 PERSONAL PROTECTIVE EQUIPMENTS: The Successful Bidder shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also 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.

3.20 CONDUCT: The Successful 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 Successful Bidder shall have adequate measures in place to ensure that the employed

staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

3.21 ACCIDENT

3.21.1 The Successful Bidder shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.

3.21.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Successful Bidder during the contract period.

3.22 SUB-CONTRACTING: The Successful Bidder shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Successful Bidder from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Successful Bidder, his agents, servants or workmen.

3.23 FORCE MAJEURE:

3.23.1 In the event that the Successful Bidder is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Successful Bidder's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

3.23.2 If a force majeure situation arises, the Successful Bidder shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practicable. The Successful Bidder shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

3.23.3 In any other situation, which is beyond the reasonable control of the Successful Bidder in the opinion of the Engineer In-charge, and where the Successful Bidder has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

3.24 DEATH OF THE SUCCESSFUL BIDDER: No alteration by death, resignation, addition or otherwise for or to the successful Bidder or the partners constituting the successful Bidder's firm shall vitiate or affect this contract but the successful Bidder's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

3.25 NOTICE: Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, NMPA, shall be issued or taken on his behalf by the official, in charge/Officer so nominated by

the Competent Authority. The successful Bidder shall furnish to the Chief Mechanical Engineer of NMPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Successful Bidder if delivered to him or his authorized representative or left at or posted at the address so given.

3.26 WAIVER OF DAMAGES: In case of Accidents, fire, fog, congestion, etc., the Chairman, New Mangalore Port may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action is brought out clearly on record.

Notwithstanding anything contained hereinabove, the Chairman, NMPA shall be the Authority to consider waiver of any damages imposed under this contract, by the Mechanical Engineer / Engineer In-charge, in part or full, at his sole discretion.

3.27 INTERPRETATION OF THE CLAUSE: Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the NMPA's condition/clause of contract if required.

3.28 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 17**.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Tender means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of [3.28.(iii)] above will be as under:
 - 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any successful Bidder from a country which shares a land border with India unless such successful Bidder is registered with the DPIIT. The successful Bidder shall furnish the certificate as per **Annexure – 18**.

3.29 DOCK SAFETY: For the work carried out within dock area in the vicinity of any wharf or quay, the successful Bidders shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulations 1990.

3.30 LABOUR/MINIMUM WAGES

- 3.30.1 The Successful Bidder or his subcontractor shall not employ a young child as per applicable laws. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he

is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act, 1948.

- 3.30.2 The Successful Bidder or his sub-successful Bidder shall also see that all the provisions set forth under the Minimum wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime etc. made to his/their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorized persons appointed by Central or State Government.
- 3.30.3 The successful Bidder/successful Bidders shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.
- 3.30.4 Notwithstanding anything herein contained the successful Bidder shall comply with all of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.
- 3.30.5 The rates quoted by the successful Bidder in the Price Schedule shall be deemed to include expenses whatsoever that the successful Bidder may be required to incur for compliance with the provisions of the above Acts.
- 3.30.6 In pursuant of Section 21 of the above Act and Rule 25(2) (V) (A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by the Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer's Schedule shall not be less than those specified in the Schedule of "Fair Wages".
- 3.30.7 The successful Bidder shall make his own arrangements for the engagement of all labour.
- 3.30.8 The successful Bidder shall also comply fully with the provisions of the payment of Wages Act, 1936.
- 3.30.9 If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the successful Bidder/successful Bidders. The successful Bidder shall be responsible for the observance by his Sub Contractor, of the foregoing provisions/precautions.
- 3.30.10 The Successful Bidder shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Successful Bidder to his labourers. The successful Bidder shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representative.

3.31 FAIR WAGES:

- 3.31.1 The successful Bidder shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force

in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons are 70% respectively of the rates payable to adult workers of the appropriate category.

- 3.31.2 The Successful Bidder shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the Sub-Contractor in connection with the said work, as if the labourer had been immediately employed by him.
- 3.31.3 Display of notices regarding wages etc.,
- 3.31.4 The Successful Bidder shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.
- 3.31.5 Wages book and wage slips. The successful Bidder shall maintain:
- 3.31.5.1 A wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
- 3.31.5.1.1 Rate of daily or monthly wages,
- 3.31.5.1.2 Nature of work on which employed,
- 3.31.5.1.3 Total No. of days worked during each wage period.
- 3.31.5.1.4 Total amount payable for the work during each wage period.
- 3.31.5.1.5 All deductions made from the wages with an indication in each case of the ground for which the deductions are made.
- 3.31.5.1.6 Wages actually paid for each wages period.
- 3.31.5.2 A wage slip for each worker employed on work provided that the Employer may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified in Clause.
- 3.31.6 **Preservation of books and slip:** The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.
- 3.31.7 **Inspection of books and slips:** The successful Bidder shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received to the Employer or any other person authorized by him on his behalf.
- 3.31.8 **Powers of the Employer to make investigation/enquiries:** The Employer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the “Fair Wages Clause”. He shall also have the power to investigate into any complaint regarding any default made by the successful Bidder or Sub-Contractor in regard to such provision.
- The Employer shall have the right to deduct from the money due to the successful Bidder any sum required or estimated to be required for making good the loss suffered by a worker or

workers by reason of non-payment of aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

3.31.9 **Representation of parties:** A worker shall be entitled to be represented in any investigation or enquiry under this clause by:

3.31.9.1 An officer of registered trade Unions of which he is a member.

3.31.9.2 Any officer of Federation of Trade Union to the Trade union referred to in the previous sub-clause is affiliated.

3.31.9.3 Where the worker is not a member of any Registered Trade Union, or of any approved trade union by an officer of a registered trade union connected with industry in which the worker is employed.

3.31.9.4 An Employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employer of which he is a member.

3.31.9.5 No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

3.31.10 **Workmen compensation:** The successful Bidder shall indemnify the Employer in the event of the NEW MANGALORE PORT AUTHORITY being held liable to pay compensation for injury to any of the successful Bidder's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

3.32 **PHASING OF WORK:** The successful Bidder will be required to furnish a phased program of the work as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The successful Bidder shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such program so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of Letter of acceptance, the successful tenderer/successful Bidder shall submit a detailed computerized squared network chart (PERT/CPM Chart) with month wise milestone indicating clearly the physical and financial progress of the work, free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of the Employer or on the Successful Bidder, the Successful Bidder shall make available a revised squared Network Chart PERT/CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer, free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT/CPM chart should be computerized and easily reproducible/modified. The soft copy of the PERT/CPM network should also be made available to the Employer free of cost along with the prints of the chart.

3.33 INSPECTIONS, TESTS, TAKING OVER AND COMMISSIONING.

- 3.33.1 The successful Bidder shall, its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services.
- 3.33.2 The inspection and test shall be conducted at the site of Manufacturer or at erection site as the case may be, the cost of such tests and any additional test as demanded by TPIA. Employer shall not be liable to make any additional payments for conduct test or for change of location of test. All cost for fulfillment of obligation on the part of successful Bidder shall be deemed to have been included in the total contract price offered by him based on which the contract has been awarded to him.
- 3.33.3 Successful bidder has to appoint TPIA for his internal works and materials for confirming their internal quality policy. The cost of the same will be borne by the successful bidder only. Scope of TPIA from NMPA side is mentioned at Clause No. 6.11.
- 3.33.4 The Employer reserves the right to witness the pre-delivery inspection at the successful Bidder's premises or any place, the work demands, along with TPIA
- 3.33.5 The Employer or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited, to all traveling and board and lodging expenses or otherwise specified
- 3.33.6 Whenever the Successful Bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The successful Bidder shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 3.33.7 The Successful Bidder shall provide the Employer with a report of the results of any such test and/or inspection.
- 3.33.8 The Employer may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The successful Bidder shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer and shall repeat the test and/or inspection, at no cost to the Employer.
- 3.33.9 The Successful Bidder agrees that neither the execution of a test and/or inspection of the goods or any part thereof nor the attendance by the Employer or its representative, nor the issue of any report shall release the Successful Bidder from any warranties or other obligations under the Contract.
- 3.33.10 The Successful Bidder shall furnish at his/their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. The Successful Bidder may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or

his representatives. The successful Bidder shall provide all men, materials, appliances and things which the Employer or his representative may require for measuring or inspecting the work.

- 3.33.11 The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the employer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the successful Bidder undertake to make the good such omissions and defects at the earliest possible moment.
- 3.33.12 All materials, plant and other things, the supply of which form the part of the Contract work shall on delivery at project site become the property of the Employer. All the successful Bidder's materials, brought to and delivered at site for use of the contract works, shall from time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the successful Bidder or any other person without the express permission in writing of the Engineer but the Successful Bidder shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any surplus of such materials, shall revert to the successful Bidders or unless they shall be due owing to or accruing or to accrue to the Employer from the Successful Bidders any money under, or in respect of or by reason of the Contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to apply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.
- 3.33.13 The Goods, whether installed or not, shall immediately, in consideration of payment of the first installment of the Contract Price to the Successful Bidder by the Employer; provided always that the Successful Bidder shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Installment Payments made by the Employer to the Successful Bidder.
- 3.33.14 Notwithstanding the above provision., the Successful Bidder shall be responsible for all damages to and loss of all aforesaid items furnished by the Successful Bidder and any item furnished to the Successful Bidder by the Employer to enable the Successful Bidder to complete the Installation and for all temporary structures facilities and for all parts of the Installation completed or in progress until the certificate of final taking over has been issued.
- 3.33.15 If the Successful Bidder neglects to make the tests on completion within the time stipulated by the successful Bidder, the Employer shall nevertheless have the right of using the installations at the Successful Bidder's risk until the 'tests on completion' are successfully carried out.
- 3.33.16 All the Contract work until taken over by the Employer shall stand at the risk of the Successful Bidder who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the successful Bidder shall hand over the contract work complete in every respect at the termination of the agreement.

- 3.33.17 Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the Successful Bidder or his employees, or Subcontractor or of the Employer's employees, if any, working under the Successful Bidder's supervision by defective design or work by the non-compliance by the successful Bidder with the terms of this contract.
- 3.33.18 The successful Bidder shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Successful Bidder or his sub-successful Bidder's on the work including the Employer' employees, if any, working under the successful Bidder's supervision. The successful Bidder shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 3.33.19 In the event of any claim being made or action brought against the Employer including the Successful Bidder and arising out of the matters referred to and in respect of which the successful Bidder is liable under this clause, the Successful Bidder shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the Successful Bidder conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Employer shall at the expense of the successful Bidder afford all available assistance for any such purpose.
- 3.33.20 All the works shall be carried out under direction and to the satisfaction of the Employer and/or his Representative but the Successful Bidder shall be responsible for the correctness of the work according to the drawing, excepting such work as have been carried out by the Engineer and/or his representative.
- 3.33.21 On completion of the work and before handing over the system to NMPA, Successful Bidder has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same. PLC software of Automation, Auto-cad drawings (with licensed version) in form of DVD.
- 3.34 GUARANTEE:** The guarantee period for the supplied Equipment shall be twelve (12) months (for repair and new works including supplied items) with effect from the date of commissioning of the Equipment. The successful Bidder shall provide free comprehensive maintenance of the equipment during this period. The successful Bidder shall also operate the equipment during this period whose cost is deemed to be included in the equipment cost.

3.35 EXTENSIONS OF TIME

The Successful Bidder may claim extension of the time limits in case of

- 3.35.1 Changes ordered by NEW MANGALORE PORT AUTHORITY.
- 3.35.2 In case work is delayed on NMPA's Account e.g. non-availability of site clearance or any other reason, NMPA will consider time extension on merit. However, no compensation will be paid to the Successful Bidder if work is delayed on NMPA's account. The Successful Bidder shall submit the request for extension, within 2 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.
- 3.35.3 Force Majeure.
- 3.35.4 All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

3.36 SITE ACTIVITIES

- 3.36.1 The Successful Bidder shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.
- 3.36.2 The Employer shall indicate the storage space at site, for storing the material but the successful Bidder shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the successful Bidder from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.
- 3.36.3 Suitable access and possession of the site will be afforded to the Successful Bidder by the Employer in reasonable time. In the execution of the work, no person other than the Successful Bidder or his duly appointed representatives, subcontractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 3.36.4 The Successful Bidder shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.
- 3.36.5 The Successful Bidder shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Successful Bidder to remove by the Successful Bidder or his Sub Contractor, within twenty four (24) hours after receipt of written notice form the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Successful Bidder.

- 3.36.6 During installation, testing and commissioning of contract, the Successful Bidder will be allowed to tap/use electric power to the extent required for due fulfilment of the Contract, if electric Supply from the Employer's network is available at work site, subject to the Successful Bidder's complying with the rules and regulations and safety precaution laid down by the Employer from time to time. Upon suitability, the Employer shall provide to the Successful Bidder. If available, electric supply will be given by NMPA on chargeable basis, otherwise successful Bidder has to make his own arrangement for electric supply. Further, during Comprehensive Operation and Maintenance period after commissioning of complete system charges for electric supply consumption will be on borne by NMPA.
- 3.36.7 No work shall be carried out between sunset and 06.00 a.m. and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the successful Bidder as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.
- 3.36.8 Living accommodation may be made available for the Successful Bidder's staff and labour on the request on chargeable basis subject to availability. The Successful Bidder shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the tender shall be inclusive of all expenses whatsoever in connection with the Successful Bidder staff and labour force.
- 3.36.9 Notwithstanding that all reasonable and proper precautions may have been taken by the Successful Bidder at all times during the progress of the work, the Successful Bidder shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.
- 3.36.10 The Successful Bidder shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer in charge.

The successful Bidder must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion and delivery, storage at site, installation of new equipment and commissioning of all the works. The successful Bidder shall make his/their own arrangements to obtain from the authorities concerned the diesel, petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him/them to carry out and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the successful Bidder to enable him to request the concerned authorities, to provide all assistance within the law to him/them under this contract. The non-supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

- 3.36.11 The successful Bidder shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the successful Bidder to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and/or his representatives by the successful Bidder to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instruction which the Employer and / or his representative may give to the said representative of the successful Bidder shall be deemed to have been given to the successful Bidder the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.
- 3.36.12 The successful Bidder shall have to execute electrical work of the proposed system under Supervision of Electrical Contractor having valid Electrician's Contractor License issued by the State Governments of India & work is required to be executed under the Supervisor having Supervisory Certificate of competency issued by the State Governments of GOI & copy of all documents to be submitted to Mechanical Engineer's office. The successful Bidder shall obtain the Electrical inspection Certificate for effective power supply to the machines.
- 3.36.13 **Employment of Labour:** The successful Bidder shall employ such sufficient number of Trustworthy, skillful and experienced assistants or Supervisor, Foremen, and Watchmen as may be approved by the Engineer and shall at all times employ a competent qualified and experienced Engineer and careful and skilled workmen in or about executive of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Watchmen to whom the Engineer and/or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the successful Bidder from the work within 24 hours after receipt of written order signed by the Engineer and/or his representative shall be again allowed on the work except with the written permission of the Engineer and/or his representative. The successful Bidder shall arrange, to meet the Engineer or his Assistants on the works whenever required.
- 3.36.14 **Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc.:** The successful Bidder shall, at his/their own expenses provide footwear and gloves for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the successful Bidder.
- 3.36.15 **Safety provision:**
- 3.36.15.1 The successful Bidder should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.

- 3.36.15.2 The successful Bidder should apply for written permission to the Fire Officer, NMPA, to carry out the hot jobs with full details of the work, date, duration of work etc.,
- 3.36.15.3 All the required Safety Gear and Fire Fighting shall be made available by the successful Bidder at the site of work for any emergency.
- 3.36.15.4 The permission copy should be sent to port fire and safety officer and the safety section in advance.
- 3.36.15.5 The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.
- 3.36.15.6 The successful Bidder shall supply to his workmen and staff cotton arm bands of approved quality and color for wearing them on their arms while carrying out the work. These arm bands should be of distinctive type and serially numbered and the successful Bidder shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.
- 3.36.16 Notwithstanding anything herein contained the successful Bidder shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable. The rates quoted by the successful Bidder in the price schedule shall be deemed to include expenses whatsoever that the successful Bidder may be required to incur for compliance with the provision of the above Act. In pursuance of Section 21 of the above Act and Rule 25(2)(V)(A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Schedule of Rates is annexed hereto. The successful Bidder shall make his own arrangement for the engagement of all labour.
- 3.36.17 The successful Bidder shall also comply fully with the provision of the payment of wages act, 1936. If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the contract labour (Regulation and Abolitions) central Rules, 1971 including an increase of the wages, the same shall be borne by the successful Bidder.
- 3.36.18 The successful Bidder shall be responsible for the observance by his sub-contractor, of the foregoing provisions / precautions.
- 3.36.19 The successful Bidder shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Successful Bidder to his labourers. The successful Bidder shall also submit periodical return of labour employed by him and wages paid to the Employer's representatives,.
- 3.36.20 Supply of water: the successful Bidder shall as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, and adequate supply of drinking and other water for the use of the successful Bidder's staff and workmen.

- 3.36.21 Festival and religious customs: the successful Bidder shall in all dealings with labour in his employment, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Mechanical Engineering Department or Employer.
- 3.36.22 Epidemics: in the event of any outbreak of illness of an epidemic nature, the successful Bidder shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with overcoming the same.
- 3.36.23 Disorderly conduct, etc.: The successful Bidder shall at all-time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.
- 3.36.24 Accidents: the successful Bidder shall within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The successful Bidder shall also report such accidents to the concerned constituted authorities.
- 3.36.25 The successful Bidder may use water from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers.
- 3.36.26 Every precaution shall be taken by the successful Bidder to prevent the breeding of mosquitoes on the works during the construction and all receptacles used for storage of water, soaking bricks, etc. must be suitably protected for this purpose or must be emptied at the close of the work every day. All water used for during concrete must contain saponified croseol in solution of not less than 1:2000 or more than 1:1000 so that the solution will have a markedly cloudy appearance and will give a reasonably strong odour.
- 3.36.27 The successful Bidder shall give notice to the Employer or the Engineer or his assistant wherever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Employer or the Engineers or his assistant be either opened up for measurement at the successful Bidder expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurement etc. which cannot be conveniently tested or checked the Employer's or the Engineers' or his Assistants notes shall be accepted as correct and be binding on the successful Bidder.
- 3.36.28 **Safety of Existing Underground Services:** The Successful Bidder shall take due care and adopt such measure to ensure that the existing underground services of the Employer as well as Public Utility Bodies viz. Electrical Cables, Water Pipelines, IT Cables, Port Users utilities, etc. are not damaged during the excavation work of cables trench, pole pits, foundation pits etc. The drawing showing the approximate route of such service will be available with the Mechanical Electrical, Civil, IT Division of this office and shall be consulted before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Employer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service,

irrespective of the utmost precautions are taken to avoid damage shall be at the entire risk and sot of the Successful Bidder.

3.37 EMPLOYER'S DECISION

The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of system the meaning of the drawings, Specifications, Price Schedule and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contact or any clause therein shall be final and binding upon the successful Bidder or his Sub Contractor whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

3.38 Employment of Employer's Personnel

3.38.1 The successful tenderer shall furnish information before the award of contract, whether he himself or any of his partner's, directors or employees had held class I post with the Employer within the period of last two years.

3.38.2 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his Directors who having held class I post with the Employer. Prior to his retirement has failed to obtain Chairmen's specific permission to undertake as occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provision of class I employees, (Acceptance of Employment after retirement Regulations).

Sd/-
(Gladstone L V)
Executive Engineer (Mech.) II

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and exclusive of applicable GST. The Employer shall not provide any concessional “C” or “D” Form.
- 4.2 The Successful Bidder should have **valid GST Registration certificate** and the same should be uploaded along with the tender. **The tenders without the same shall be liable for rejection and disqualification.** GST will be paid on production of documentary evidences.
- 4.3 The Successful Bidder shall carryout the work as a complete job i.e. Supply materials, their storage, keeping under safe custody, transporting to work site, fixing, testing and commissioning of the whole work. The Tenderers should satisfy themselves about the quantities indicated in the Schedule and it is the responsibility of the successful Bidder to supply and make the system operational to the satisfaction of Engineer.
- 4.4 The supply items should have Test Certificates/warranty certificates and the same shall be submitted along with supply of materials.
- 4.5 All related Civil, Electrical & Mechanical works shall be responsibility of the Successful Bidder. The Successful Bidder should take timely action to complete all works in all respects.
- 4.6 The Successful Bidder has to make his own arrangement for engaging all tools & tackles, testing equipment’s etc.
- 4.7 The Successful Bidder is responsible for taking precautionary measures for the safety of the lives of the workmen working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Successful Bidder. Safety nets, life jackets, Helmets required while working in site and Danger Boards, barricades are to be provided by the Successful Bidder without any extra cost to the Port Authority.
- 4.8 The Successful Bidder should ensure, that all necessary arrangements for the safety of others and also his men and materials while performing the work, are well maintained at his cost, risk and responsibility. He should ensure proper watch of the signals by providing barricades, lights, vigils, precautionary measures etc., to ensure safety at his work.
- 4.9 The Port working hour is from 8.00 A.M. to 1.00 noon and from 2.00 P.M. to 5.00 P.M. If any work is carried out by the Successful Bidder requiring supervision beyond Port working hours, the Successful Bidder shall apply in writing well in advance of such work to the Engineer to arrange for such supervision.
- 4.10 All rules and regulations governing the New Mangalore Port Authority shall be applicable.
- 4.11 The site for the work will be handed over to the Successful Bidder in phases for the execution as soon as the work order is given. In case the entire site is not handed over to the Successful Bidder, he should programme his work in such a way so as not to hamper the progress in any way and a suitable extension of time shall be considered.
- 4.12 Any damages caused to the Port property either directly or indirectly shall be made good by the Successful Bidder at his own cost.
- 4.13 Port entry passes to the Successful Bidder and his workmen and vehicle during the period of work will be issued **as per rules.**

- 4.14 The successful Bidder shall furnish an undertaking on their Firm's letterhead for the following before executing the Contract agreement;
- a. We will ensure that our workforce will be provided with and use all necessary safety gears and equipments required for the job.
 - b. We will follow all the required safety procedures while executing the job.
 - c. We indemnify the Port for any accidents / incidents while carrying out the Contract.
- 4.15 **Addition/Alteration:** The Successful Bidder shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer in charge.

Sd/-
(Gladstone L V)
Executive Engineer (Mech.) II

5. TECHNICAL SPECIFICATIONS & SCOPE OF WORK:

Employer's requirements, Scope of Work, and Indicative Specifications & Drawings are specified in this section, which forms part of the bidding documents.

GENERAL:

- 5.1 The New Mangalore Port Authority proposes to carry out the works of Design, Supply, Installation, Testing & Commissioning of 01No.Column Type Vessel access telescopic gangway at Oil Berth No. 13 of NMPA along with Comprehensive Operation & Maintenance for a period of Five Years, after the expiry of free guarantee period of one year from the date of commissioning. The broad scope of work includes design, engineering, procurement of materials and bought out components, manufacture, fabrication, assembly at shop, inspection, testing and painting at manufacturer's works, packing and supply, supervision of erection, installation, pre-commissioning, commissioning and performance/operational testing at sites and then comprehensive operation & maintenance of the installed Column Type Vessel access telescopic gangway for Oil Berth No. 13 at New Mangalore Port Authority, Panambur.
- 5.2 The specifications given in this document for the subject work describe certain broad & indicative requirement to which the successful Bidder shall work, but this shall not absolve the successful Bidder from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification. If required, the bidder shall carry out his own design & engineering for meeting the purpose of the work.
- 5.3 The materials/ equipment/ items to be installed for the work shall be latest, original, interchangeable & of relevant standards.
- 5.4 The locations for installation of the system is Oil Berth No. 13, Panambur, NMPA.

5.5 Statutory Approvals & Certifications:

- 5.5.1 Any statutory approvals as required / applicable, shall be in scope of the Successful Bidder. NMPA shall only provide assistance for the same. Fees towards all such statutory clearance/ certification shall be borne by the Successful Bidder. The requisite reports/ data shall be provided by NMPA as per availability for such applications.
- 5.5.2 The Column type Telescopic gangway system must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for use in the Oil Berth - 13. Also the Gangway shall be certified by any independent international classification agency for Oil Companies International Marine Forum (OCIMF) norms, if any, compliance.
- 5.5.3 Any other statutory clearance/ certification, if any, shall be in scope of the successful Bidder. Fees towards all such statutory clearance/ certification shall be borne by the successful Bidder

5.6 Site Data

5.6.1 General

The Port is, located on the alluvial plain, about 10 km north of the mouth of the Gurupur and the Netravathi rivers. This port is operational throughout the year.

5.6.2 Climate

The climate of Mangalore has seasonal variation on account of the alternating SW and NE monsoon. The different seasons are characterized as under:

5.6.2.1 The cool season (December to March), during which winds blow from NE and the weather is dry and little cold.

5.6.2.2 The hot season (April to May). During this season winds are light and variable with sea breezes. Tropical cyclonic storms (cyclones) may cross the Arabian Sea during this season.

5.6.2.3 During SW monsoon or rainy season (June to September), the wind over the sea is between SW and W, but mainly W to NW along the coast.

5.6.2.4 The interim period (October and November) is marked by light winds with land and sea breezes. Occasional tropical cyclones occur in the Arabian Sea in this period.

5.6.3 Temperature:

In Mangalore the air temperature is high throughout the year. The mean temperature in the hottest month, which generally occurs just before the onset of the SW monsoon, varies between 33°C to 37°C and lowest temperature recorded in a year has been 16.7°C.

5.6.4 Humidity

Humidity is fairly high here at all times and seasons. There is a large variation as well - from damp conditions in early mornings in the wet season to the drier conditions in the afternoon in the dry season. Daily variation is least during the SW monsoon. The maximum relative humidity observed during monsoon period is 92% (August). The minimum relative humidity during non-monsoon period is 60% (December and January).

5.6.5 Visibility

Sometimes mist develops on the coast after a calm and clear night, but it soon disperses after sunrise. In Mangalore, during the SW monsoon (from June to September) thick haze develops. The maximum number of foggy days in a year is only 3.

5.6.6 Wind

The winds in the monsoon months (June, July and August) are predominantly from SW to W, with a maximum intensity of 20 to 61 kmph. The winds in the remaining months of the year are predominantly from NW with a maximum intensity of 20 to 61 kmph.

There is minor seasonal variation of the wind speed. Around Mangalore, 92% of all winds

have speeds less than 19kmph, and the average wind speed is 8.4 kmph.

5.6.7 **Rainfall**

The average annual rainfall is 3467mm. The rainfall is concentrated in the SW monsoon (June, July, August and September), during which period the precipitation is as much as 84% of the total annual rainfall. The rainfall is maximum in July (1102.7mm); February is the driest month (with rainfall being about 2 mm).

The maximum rainfall recorded in a day (24 hour period) was 27cm. The average number of rainy days in a year is 123.

5.6.8 **Cyclones**

While the average frequency of cyclonic storms in the Arabian Sea is about one per year, there have been years when two or three such storms have occurred. There have also been years without any such storms. The maximum wind speed so far recorded in a cyclonic storm generally does not exceed 62 kmph (16.9m/s.), except once during 1965 when the maximum speed recorded was 97 kmph (26.9m/s.)

5.6.9 **Deck Level**

The deck level shall be (+) 3.66 m CD.

5.6.10 **Tidal Levels**

The tide levels in meter (m) with respect to chart datum as given below are considered in the design:

Highest High Water Level (HHWL)	+1.68m
Mean Higher High Water (MHHW)	+1.48m
Mean Lower High Water (MLHW)	+1.26m
Mean Sea Level (MSL)	+0.95m
Mean Higher Lower Water (MHLW)	+0.77m
Mean Lower Low Water (MLLW)	+0.26m
Lowest Low Water Level (LLWL)	+0.03m

5.7 EMPLOYER'S REQUIREMENT AND DESIGN BASIS

5.7.1 Technical Scope and Specification in General:

5.7.1.1 Introduction: This indicative specification document covers design, engineering, procurement of materials and bought out components, manufacture, fabrication, assembly at shop, inspection, testing and painting at manufacturer's works, packing and supply, supervision of erection, installation, pre-commissioning, commissioning and performance/operational testing at site and there after carry out the Comprehensive Operation and Maintenance of the system for a period of five years after the expiry of the free guarantee period of One year . Complete system must be operated in smooth and trouble-free manner. This specification forms a part of the tender

document and shall be read in conjunction with the same.

The scope covers all mechanical, civil support/ foundation, electrical and fabricated equipment, Procurement of raw material & bought out components, Manufacturing and Assembly at works; all utilities as required for completeness and successful operation of the Gangway.

The tender shall be complete in all respect and any equipment or accessory not covered in the specification but deemed essential for proper design, operation and maintenance of the Gangway, shall be included in the offer.

The tenderer shall study the indicative specification and satisfy him-self thoroughly regarding the workability of the system and equipment, and shall take full responsibility for the guaranteed operation of the Gangway as regards output, performance and smooth reliable working.

If the tenderer feels that any information and/or design data for the Gangway described hereafter are in his opinion unsuitable or can be replaced, he shall indicate the same during Pre-bid meeting stage, if any, on the basis of the design he considers suitable and capable of meeting the required operating and duty requirements in accordance with this specification.

The tenderer shall visit the site to make an assessment of the availability of infrastructure at site and for any other data/information deemed necessary for submission of offer. An undertaking of site visit shall be submitted as per Annexure-19.

All units mentioned in this specification are in metric system.

5.7.2 **Standards:** The components of all equipment shall be designed, assembled and tested in accordance with the standards of the Standard Institution, Institution of Electrical Engineers and Manufacturer's Association. The equipment and component parts shall conform to the relevant standards published by the Bureau of Indian Standards Institution wherever available so that specific aspects under Indian conditions are taken care of. Where suitable Indian Standards are not available, other International Standards such as BS, ASTM, ANSI, ASME, AISI, and DIN may be adopted.

The scope of work mentioned in this section is only indicative, but not limited. However, the Successful Bidder has to ensure completeness of the Column type Telescopic gangway Project at oil jetty in all aspects to the satisfaction of the statutory requirements and Employer by following all the latest Amendments, Specifications, Codes and Standards.

It should be noted by the bidders that the information, size, specifications, & dimensions mentioned in this document are indicative only. As in Turnkey Contracts, the successful bidder shall workout detail drawings during detail engineering stage meeting the functional requirements & relevant IS standards, well within the sanctioned estimate, and submit the fresh drawings for approval to employer as per OCIMF norms.

The electrical equipment shall also conform to the latest Indian Electricity Rules as regards safety, earthing and other essential provisions specified therein for installation and operation of electrical equipment and plant. All work shall conform to relevant design basis indicated in this document.

5.7.3 Other Requirements

5.7.3.1 **Acceptability and interchangeability:** Standardization in design and construction of equipment and system intended for identical duties shall be preferred. All like parts of similar equipment are to be interchangeable.

It is recommended that all working parts, as far as possible are to be arranged for convenience of operation, inspection, lubrication and ease of replacement with minimum downtime.

5.7.3.2 **Quality and workmanship:** Workmanship and materials shall be of good commercial quality suitable for the purpose intended and in accordance with the highest standards and practices for equipment of the class covered by the specification. The equipment shall be shop assembled for checking accuracy of parts except where assembling is required to be done only at site.

5.7.3.3 **Painting:** All items of equipment and materials will be thoroughly cleaned and painted as per the separate painting specification given in this tender document and as per employer approved painting scheme.

5.7.3.4 **Name Plate:** Equipment shall be provided with a name plate installed at a convenient location indicating equipment number, capacity, other operating parameters, design angle of use, maximum safe load by number of person and total load etc.

5.7.3.5 **Equipment Numbering System:** The tenderer shall indicate equipment/component numbers of all items being considered in the offer. Equipment numbering system will be finalized in consultation with the employer.

5.7.3.6 **Safety:** All design must comply with latest national/ international standards/practices pertaining to safety, health and environment. The Gangway shall be complete with approved safety devices wherever a potential hazard to plant and personnel exists. Safe access for personnel in the Gangway shall be provided. These items shall include not only those usually furnished with the machinery but also cover guards, cross-overs, stairways, ladders, platforms, handrail, nets etc. which are necessary for safe operation of the Gangway. Proper fire protection and firefighting arrangement wherever necessary shall be provided. Special care shall be taken to protect enclosed electrical equipment from entry of rats, lizards and other creeping reptiles which may cause electrical short circuit inside live equipment. Sufficient, lifebuoys to be installed at the bridge of the telescope gangway and at the landing platform.

5.7.3.7 **Language of drawings and documents:** All correspondence, data drawings, documents etc. shall be in English language and all technical data shall be in metric system.

5.7.3.8 **Pollution control:** The required pollution control measures for the plant to be provided by the tenderer shall be elaborated in the offer.

5.7.3.9 The system shall be design for 24 hours per day and 365 days per year. The system offered shall be designed and constructed for continuous duty at rated capacities and under climatic and ambient conditions. The system should be designed to withstand the marine salty environment.

5.7.4 **Electricity & Water Sources:** During DSITC period till commissioning of complete Gangway

system the electricity and water required for the work has to be arranged by the successful Bidder. If made available by NMPA, shall be charged as per applicable tariff. A single point power supply source from near substation near control tower of Berth No.13 shall be provided to the successful Bidder at his own risk & cost to MCC panel for Gangway system, the power cable for Gangway system shall be distributed from MCC Panel. Successful Bidder has to arrange the route for cabling for the operation of complete Gangway system. During Operation and Maintenance period electricity power will be provided by New Mangalore Port Authority free of cost. However, all the arrangement for tapping the source of electricity at convenient point & install metering system shall be made by the successful Bidder at his own risk & cost. Water required for the work has to be arranged by the successful Bidder. If made available by NMPA, shall be charged as per applicable tariff.

5.7.5 General Scope of Work: The Gangway selection and design shall be planned keeping in view the maximum utilization of the indigenously available components and materials required, thereby restricting the dependence of spare parts or maintenance service from outside India to the minimum. It would be kept in view while making the basic design and specifications:

- Generally, all consumables are available in India,
- Servicing of all components could be easily carried out from India,
- Design and entire supply will conform to the local regulatory authorities requirements, such as electricity authorities, dock safety, etc.

All design will conform to the relevant Indian Standards and Codes of Practice. In case any information is not available in the Indian Codes, equivalent codes issued elsewhere shall suitably adopted.

Equipment shall be designed with careful consideration of the accessibility of all drives and other machinery for inspection and maintenance.

Machine components such as motors, reducers, bearings, etc., shall be standardized. All equipment shall be suitable for heavy duty and continuous operation.

Provision of space for future requirement shall be kept wherever applicable.

5.7.5.1 Design and engineering

5.7.5.1.1 Engineering services including (but not limited to) design and engineering of complete column type Telescopic Gangway, non-standard equipment, and civil foundation/ support work, pipe supports, earth cushions, concrete masonry supports (if any), in the project site etc., electrics, instrumentation, automation, and power system for the entire Gangway. Drawings and documents shall be submitted for employer's review/approval include layout, GA, assembly, P&I diagram, SLDs, block diagrams, flow diagrams, control philosophy, functional description, test certificates, engineering and installation drawings etc. Drawings shall be submitted in PDF and AutoCAD format.

5.7.5.1.2 The tenderer shall execute the work at site as per employer's approved drawings

only. Photocopies shall not be used at Site. The drawing for all the works shall be developed by the successful Bidder and submitted to employer for approval in four copies, which will be scrutinized and corrected. After incorporating corrections indicated in corrected drawings 6 prints shall be submitted by tenderer for issuing as approved drawings which only shall be used at site for carrying construction.

- 5.7.5.1.3 The scrutiny/approval of drawings by employer does not absolve the tenderer in any manner from owning complete responsibility towards performance, safety and security of all the systems designed and constructed by them. Safety, security and adequacy of all civil support structures from design, construction and erection point of view lies entirely with the successful Bidder even after approval of drawings by purchaser.
- 5.7.5.1.4 Preparation and submission of all operating and maintenance manuals as well as 'As-built' drawings are included in the engineering services.
- 5.7.5.1.5 All erection drawings/instructions/manuals shall be submitted by successful Bidder.
- 5.7.5.1.6 List of spares and manufacturing drawings of fast wearing parts/items.
- 5.7.5.1.7 Preparation of Project Completion Report which will include specification of Gangway as installed with quantity and weight, compliance of guarantee parameters, inspection certificates, reports of all critical measurement/ survey carried out during erection and commissioning, status of compliance of design and guarantee parameters.
- 5.7.5.1.8 Furnishing detailed schedule of submission of drawings and documents.
- 5.7.5.1.9 Submission of quality assurance plan.
- 5.7.5.1.10 Submission of weekly exception report in addition to submission of monthly progress reports with corrective measures for timely completion of the package.
- 5.7.5.1.11 Submission of construction management manual along with organization set up and responsibility of various agencies.
- 5.7.5.1.12 Compliance of statutory and safety requirements as required.

5.7.5.2 Supply of plant and equipment

- 5.7.5.2.1 Supply and storage of equipment at site, structure's, non-standard equipment, plant electrics, instrumentation, automation, power system etc. and any other equipment which according to tenderer are necessary for completeness of the Gangway and for meeting the guarantee parameters.
- 5.7.5.2.2 All items shall be complete with auxiliary, accessories, liners, safety items etc.
- 5.7.5.2.3 Commissioning spares, Pontoons, tugs, cranes, special tools, tackles, foundation bolts, embedment, inserts, anchorage, oils, fuel, grease and lubricants shall be in the scope of the successful bidder. Further as the land access to the installation site is restricted, the successful bidder shall arrange Pontoons, tugs, cranes etc. required for installation & commissioning.
- 5.7.5.2.4 Tenderer shall have to ensure completeness of gangway system at Berth No 13. If any

item/unit is excluded from tenderer's scope but are needed for the completeness of the unit or the plant the same shall be specifically mentioned in exclusion list without which it will be construed as part of tenderer's scope.

5.7.5.3 **Erection, testing and commissioning**

- 5.7.5.3.1 Tenderer is required to quote for erection, testing and commissioning of the complete Gangway, Shipping with adequate packing, transportation, loading, unloading, and storage at site are in the scope of tenderer. The erection, testing, commissioning and demonstration of performance guarantee test at site shall be responsibility of Tenderer and carried out under expert supervision. Tenderer to submit the commissioning & load trial procedure of entire plant for employer's approval.
- 5.7.5.3.2 Painting of Gangway and structures at site are in the scope of tenderer. All equipment shall be shop painted and touch-up painting shall be done after erection. Similarly, all structures shall be erected after final painting and touch-up painting shall be done after erection.
- 5.7.5.3.3 All Civil foundation/support work, structural work as required are in the scope of the successful bidder.
- 5.7.5.3.4 All the equipments required for erection such as cranes, Pontoons, tugs etc are in the scope of the successful bidder.
- 5.7.5.4 **Manpower and training:** Tenderer shall indicate and deploy the operational and maintenance manpower required for the plant. Successful tenderer shall have to arrange for in plant training during commissioning of the plant. Tenderer shall also consider Operation & Maintenance training for Employer team or Employer designated team after successful commissioning.
- 5.7.5.5 **Performance guarantee:** Demonstration of performance guarantee test shall be as per requirement mentioned in this Tender.
- 5.7.5.6 **Relocation of affected Utilities, Roads:** All utilities and Infrastructures (Road etc.) affected due to construction shall be temporarily relocated in an effective manner so that no hindrance caused to the present operation. After construction work in that particular portion, the temporary relocated utilities shall be placed in original corridor/ location.

5.7.6 **Priority of Requirements:**

- 5.7.6.1 In case of any variation and discrepancy in condition between the Job Specific Requirement, this specification and codes, order of priority shall be as under :-
 - a) Special conditions
 - b) This indicative specification

c) Statutory Guidelines & Codes

5.7.6.2 Implementation/Delivery Schedule: The DSITC scheme of the complete Gangway system shall be completed within 12 months (9 months for Supply + 3 months for Installation) from the date of issue of work order/LOA failing which Liquidated damages as per clause No 3.4 is applicable. Comprehensive O & M contract for a period of five years shall start after the expiry of the free guarantee period of one year from the date of commissioning. The free guarantee period of one year shall start after the successful commissioning of the gangway at Berth No 13. Tenderer shall indicate in a bar chart the implementation schedule starting from placement of order date specifically indicating the time for the following activities. However, tenderer is required to adhere to the dates mentioned against certain critical activities. The schedule shall be updated by the successful tenderer from time to time during implementation.

- a) Basic engineering**
- b) Detailed engineering for proprietary and indigenous items**
- c) Design / drawing approval**
- d) Order Placement, Manufacture and supply**
- e) Inspection by employer/ his representative/ TPIA**
- f) Mobilization to site**
- g) Structural fabrication work**
- h) Structural erection work**
- i) Erection of plant and Equipment (Gangway)**
- j) Commissioning & preliminary acceptance (PAC)**
- k) Final acceptance (FAC)**
- l) As-built drawings, final documentation etc.**
- m) Completion report**
- n) Demonstration of performance guarantee to be performed within three (03) months from date of commissioning of the plant along with associated facilities mentioned in this specification.**

5.7.7 Progress Report

The successful tenderer shall submit the Monthly Progress Report which shall primarily consist of:

- a) Project Time Schedule**
- b) Status of Engineering**

- Basic
 - Detail
- c) Procurement Status
- Order Plan
 - Actual Ordering
- d) Inspection and Manufacturing Status
- e) Shipping Plan
- f) Erection Status

The successful tenderer shall also submit the relevant daily/weekly progress reports for site activities.

The successful tenderer shall follow Employer reporting format as provided and / or submit the reporting formats for employer approval. Successful Bidder shall submit the native file (editable soft copy) of reports to Employer.

5.8 Broad Technical Parameters for The Turnkey Work:

- 5.8.1 The Successful Bidder shall be responsible for and governed by all the requirements of specification and scope of work.
- 5.8.2 All designs, drawings, specifications and other technical data shall be based on the metric system of measurements.
- 5.8.3 The specifications outline the conditions & functional requirements for design, supply, installation, testing & commissioning the system at site in line with Technical specifications outline here.
- 5.8.4 The work includes the supply of all-labour, new material, new equipment, tools, cranes , pontoons, supervision & transportation etc. at site to complete the Work in all respect.
- 5.8.5 Notwithstanding, the details furnished in this document, it shall be the responsibility of the Successful Bidder to complete the Work in all respect, commission the system to the complete satisfaction of the Employer and hand over the system in satisfactory working condition to the Employer.
- 5.8.6 The Successful Bidder shall provide all necessary maintenance tools etc. as per rules / Acts.
- 5.8.7 All materials to be used in the Work shall be of best quality, brand new in accordance with the requirement of highly saline effect & shall comply with appropriate Indian specifications and bear ISI mark. List of the materials to be used shall be submitted along with the brand, make of company, rating etc. in the Tender.

- 5.8.8 The Work shall be carried out in strict accordance with specification, latest IS and best industry practices.
- 5.8.9 The Successful Bidder shall conduct all pre-commissioning tests and supply of necessary commissioning spares to make systems operational and functional in all respect and to the satisfaction of the Employer.
- 5.8.10 The Successful Bidder's Engineer / Supervisor responsible for execution of Works shall have necessary qualifications & license as per rules.
- 5.8.11 The Successful Bidder shall be responsible for the electrical works associated with Telescopic Gangway Installations (not limited to) namely motor, switch boards, power cabling, control wiring earthing.
- 5.8.12 The successful Bidder shall be responsible for the civil works associated with the gangway installations.
- 5.8.13 NMPA shall provide all necessary electric power supply to the successful Bidder on free of cost during COMC period only.

5.9 Standards and Regulations: -

- 5.9.1** The design, supply, installation, commissioning and testing of the system at site shall conform to applicable codes, rules, regulations and standards. Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance.
- 5.9.2 Care shall be taken so that materials and equipment will be standard catalog products of the Successful Bidder regularly engaged in the manufacture of such products and shall be of the latest standard design conforming to specification requirements. Design shall also be based on similar types of electrical equipment supplied from one manufacturer, utilizing interchangeable parts wherever practicable.
- 5.9.3 All electrical works shall be carried out complying with the Indian Electricity Rules, 1956 as amended to date.

5.10 Design Analysis: -

Design shall be based on the requirements specified in this Specification and the codes & standard referred therein, Process data Sheets, P&IDs and all other attachments included in requisition.

5.11 As Built Drawings: -

On completion of the work and before handing over the system to NMPA, Successful Bidder has to supply six sets of completion (As-built) drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same. PLC software of operation, Auto-cad drawings (with licensed version) in form of DVD.

5.12 Training:

5.12.1 It shall be the Successful Bidder's responsibility to impart necessary training to NMPA Officials of the Telescopic Gangway

5.12.2 Practical demonstration of all equipment of the Telescopic Gangway etc. shall be imparted by the Successful Bidder at NMPA site.

5.13 Statutory Approvals & Certifications

The successful Bidder has to arrange for Facility design & drawing Approval, Inspection & Certification. The Column type Telescopic gangway system at site must be certified by independent international classification agency such as IRS, BV, DNV or any Classification Society who is a member of International Association of Classification Society, for compliance of relevant specifications, standards, tests & certifications mentioned in the document for use in Berth No 13. Also the Gangway shall be certified by any independent international classification agency for OCIMF norms, if any, compliance. The certification shall be submitted to NMPA before acceptance of the system.

- Any other statutory clearance/ certification, if any, shall be in scope of the successful Bidder.
- Fees towards all such statutory clearance/ certification shall be borne by the successful Bidder.

6 INDICATIVE TECHNICAL SPECIFICATION & DESIGN CRITERIA FOR EACH TELESCOPIC GANGWAY

6.1 Design Criteria

6.1.1 General

- The equipment shall be designed, manufactured, tested and supplied in accordance with the requirements specified in this Specification and the codes & standard referred therein, Process data Sheets, P&IDs and all other attachments included in requisition.
- The Successful Bidder shall perform a stress analysis for all critical positions of the gangway in the stored, maintenance, maneuvering and deployed positions, as applicable, and has to submit the report to NMPA for review.
- Stress analysis shall be performed for elements of the platform structure supporting the gangway system.
- The gangway tower shall be designed considering a deflection of at least 100mm at the deck level of the supporting breasting dolphin in any direction due to impact from the berthing vessel (ship).
- The gangway system shall be designed and installed to withstand the forces from dead loads, live loads, wind loads, seismic loads, thermal loads, vibration loads, impact loads and the appropriate combinations of these loads.
- The gangway shall be designed as per the International Standard for equipment load on support area and consideration of resonance by the movements of users.

- The gangway shall be designed to prevent damage to the surrounding structures and vessels during use. In addition, the design shall ensure that damage to the structures and vessels and risk to people is minimized in the event that the ship exceeds the design range of movements.
- The gangway will be designed with shear bolts (or other vendor technologies to be approved by the NMPA or its representative to allow the gangway to hinge clear the ship in case of an emergency, when the ship may drift away from its moored position without the gangway being lifted clear. This design will allow for safe vessel float away without damage to vessel and only shearing of the machined replaceable bolts on the gangway.
- The landing platform (on the vessel side) of the gangway shall have adjustable leg (roller) which may be placed on suitable location/ space available on the deck.
- Telescope gangway may be used for transferring stores or materials. Therefore, maximum load bearing capacity of each section is to be clearly marked.
- During power failure, gangway may be able to operate manually for placing the gangway or its removal as per requirements.
- As the telescopic gangway shall be used for LPG vessels, the gangway & its accessories to be spark proof and intrinsically safe.
- The design of the telescopic gangway should be such that it should not cause any hindrance to the berthing and cargo operations of the vessels.
- Walkway should be obstruction free and Non-Slip.
- There should be continuous Handrails on both the sides.
- Gangway should be capable of being locked in stored position.

6.1.2 **Ship Particulars:** The facility shall be planned to design and handle the following vessels given below.

Description	Vessel size in DWT
Dead Weight Tonnage (DWT)	1,00,000
Displacement Tonnage (MT)	90,000
Length Overall (LOA) (m)	300
Breadth moulded (B) (m)	38.0
Moulded Depth (D) (m)	19.5
Draught (Laden) (m)	14
Freeboard (laden) (m)	6.0

6.1.3 Jetty Data

Refer Jetty design layout drawing is attached with this document at Annexure - 26.

6.1.4 Area Classification

All electrical and instrumentation items shall be suitable for Zone-1 Hazardous area classification defined elsewhere.

6.2 Codes And Standards

The Gangway shall comply but not limited to the following Standards, and the standards referred therein, which shall be deemed to be part of this specification:

- OCIMF : Oil Companies International Marine forum
 - ASTM : American Society for Testing and Materials
 - IEC : International Electro-Technical Commission
 - IS 1893 : Criteria for Earthquake resistant design of structure
 - NEMA : National Electrical Manufacturer's Association
 - OSHA : Occupational Safety & Health Administration
 - EN 292 : Safety of machinery. Basic concepts, general principles for design.
 - EN 414 : Rules for the drafting and presentation of safety standards
 - EN 982 : Safety requirements for liquid power systems and their components
 - EN 10002-1 : Metallic materials. Tensile testing. Part 1: Method of test at ambient temperature
 - EN 10025 : Hot rolled products of non-alloy steels.
 - EN 10204 : Metallic products. Types of inspection documents
 - EN 29001/ISO 9001: Quality Management System
 - EN 50014 : Electrical apparatus for potentially explosive atmospheres General requirements
 - EN 50018 : Electrical apparatus for potentially explosive
 - ISO 898 : Mechanical properties of fasteners made of carbon steel and alloy steel
 - ISO 8501-1 : preparation of steel substrates before application of paints and related products. Visual assessment of surface cleanliness
 - BS 6349 : Marine Structures
 - DIN EN 267 : Fasteners. Technical specifications and delivery conditions
 - DIN EN 549 : Rubber materials for seals and diaphragms for oil and gas equipment
 - DIN EN 1494 : Mobile or movable jacks and associated lifting equipment
 - DIN EN 2391 : Seamless precision steel tubes
 - AWS D1.1/D1.1 M: Structural welding code – Steel
 - PESO : Petroleum and explosive Safety organization
- Dock Workers (Safety, Health & Welfare) Regulation, 1990.
- SIGTTO (Society of International Gas Tanker & Terminal Operators Ltd.)- Guidance on Gas

6.3 Scope

This specification covers the tentative & indicative information for design, fabrication and supply of gangway system for Berth No 13. Any omission in the specification doesn't absolve the successful Bidder from completing the work in full. The Successful Bidder is responsible for the Design, supply, fabrication and transportation to site of all materials and components required for the complete erection of the access gangway

6.4 Operational Requirements

- The total area covered by the Column and the Gangway system shall be designed to the minimum as possible, considering the jetty width of 20m and safe distance from the vessel.
- The maximum operating angle of walkway shall be as per the international standard.
- The gangway steps shall be self-levelling type with anti-slip treads.
- The gangway shall be designed to be stored behind the deflected fender face or above the highest ship deck level.
- Extreme wind loads i.e. 50 m/sec wind speed to be computed considering provisions of IS 875-1987 for this region/site.
- The gangway arrangement shall have an audio/visual warning signal which shall activate when the gangway is reaching its operating limits for luffing, slewing and telescoping, etc.
- The Gangway after resting on the Ship deck shall be on a free float mode. If the gangway senses restriction on the free float movement, then a audio visual alarm shall be raised.
- The interface between gangway and ship shall be detailed by risk analysis to ensure that sparks and static electricity are not generated and passed between the gangway and ship. This risk analyzes shall be reviewed for approval by the Successful Bidder.
- The gangway shall be designed to accommodate all design ship motions.
- Storage position of the gangway tower, when it is not in use, has to be finalized to suit the jetty layout.
- Control room operator should be able to monitor Ladder visually or by CCTV.
- Adequate illumination to be provided
- Intrinsically safe VHF communication is provided to Control room operator to communicate to Port control and the vessel.

6.5 Connection and links

- All connections shall develop a minimum of 100 percent of the member capacity or 1.25 times the applied load whichever is greater.
- Structure shall be designed so as not to collect or hold water.
- Structure shall be fully sealed as to prevent any water penetration into any elements.
- Box sections, tubular and other closed members shall be thoroughly sealed.
- All welds shall be continuous and provide fully sealed joints.

- All junctions between fixed and or moving components shall have smooth transitions and no gaps or tripping hazards.
- The successful Bidder has to submit a report in this regard as mentioned above.

6.6 Responsibilities

The Successful Bidder shall be responsible for ensuring correct and safe configuration, functionality and operability of the supplied and installed access gangway. The Successful Bidder shall ensure that no omissions from, or compliance with the specifications, data and documentation supplied by others shall prejudice this responsibility.

The scope of Successful Bidder includes but not limited to the following.

- a)** Design and Engineering.
- b)** Procurement of raw material & bought out components.
- c)** Manufacturing and Assembly at works.
- d)** Coordination and control of all sub-suppliers
- e)** Participation at any clarification meeting when required.
- f)** Inspection, examination, and shop testing of equipment.
- g)** Surface preparation, protective coating and painting shall be done as per Manufacturer's Standard suitable for site condition including supply of paint.
- h)** Touch-up/ repair painting at site including supply of paint.
- i)** Packing and Supply.
- j)** Unloading at site, local handling, transportation from store to work site, storage at work site, assembly at site.
- k)** Erection, Installation, hook-up, testing, commissioning and performance Guarantee Test of all systems at job site.
- l)** Foundation bolts, grouting, nuts and other related installation materials as per the jetty design provided shall be in scope of the successful Bidder. Gangway base, supports & anchor bolts shall be designed with respect to the jetty foundation drawing enclosed with this document. Necessary Foundation grouting on the jetty for the gangway system shall be in scope of the successful Bidder.
- m)** Supervision of complete erection, installation, functional testing, commissioning at site.
- n)** Supply all information needed for designing the electrical interface, instrumentation interface and jetty interface.
- o)** On-site training at project site to NMPA personnel or representatives.
- p)** Comprehensive Operation & Maintenance of the Gangway system for a period of five years starting after the free guarantee period of one year. During the guarantee period of one year, it is the responsibility of the Contractor to carry out the operation and maintenance of the telescopic gangway to the satisfaction of NMPA. No payment shall be made to the successful Bidder on account of Comprehensive O & M during the guarantee period.
- q)** Any statutory approvals as required / applicable, shall be in scope of the Successful Bidder.

NMPA shall only provide assistance for the same. Fees towards all such statutory clearance/certification shall be borne by the Successful Bidder.

6.7 Design features

The principal features of each column type gangway are given in below Table (Indicative Features of Telescopic Gangway)

Sl. No.	Item description	Value
1.	Jetty Top Level	+3.66 m
2.	Distance between berthing face to Gangway	Tentatively 10 m , However, the successful bidder has to design the same based on the site conditions.
3.	Hieght of the Column/Tower	Tentatively 10 m , However, the successful bidder has to design the same based on the site conditions.
4.	Highest elevation of ship deck	21.0m
5.	Lowest elevation of ship deck	2.0m
	Vessel Range	Upto 1,00,000 DWT
6.	Slewing Angle	15 Degree on each side from the column centre.
	Material of construction	Structural Steel & plate shall be IS 2062 Grade E250 or equivalent or higher

6.8 Submittals

6.8.1 Documents along with the Bid stage

The Successful Bidder shall submit following documents during tender bidding stage:

- General arrangements of gangway unit.
- Detailed information on the configuration and dimension of gangway attachment hardware.
- Performance details including displacement and range variation.
- Details of connections to platform with dead/reaction loads clearly indicated. Gangway maintenance requirements.
- Electrical/instrumentation requirements.
- Gangway installation procedure.
- Spare list suggested by Successful Bidder for three years of normal operation. Connectivity requirements for these equipment.

6.8.2 Documents after signature of contract:

The Successful Bidder shall submit following documents after Award:

- Certified drawings showing general arrangement of gangway unit, connection details, block diagrams, arrangement and attachment details.
- Design report. Shop drawings.

- Warranty letter for referred gangway equipment (quality material and capability to perform its purpose)
- Comprehensive Operating & Maintenance and Repair Manual giving instructions for performing field repairs.
- Inspection and Test Plan. Factory Acceptance Test plan. Site Acceptance Plan.
- Quality Assurance plan for gangway. Element List of repair kits.
- As built drawings.
- Any other reports, information etc. required.

6.9 Technical Performance

6.9.1 Gangway Performance

- Considering the applicable vessel ranges, the gangway design specifications shall contemplate horizontal distances and vertical levels of operation.
- The slewing assembly and associated components shall be designed for all the imposed loads including, but not limited to, vertical loads, horizontal loads, overturning moments, and continuously alternating and fluctuating loads.
- Gangway elevation and telescoping shall be accomplished with a set of hydraulic cylinders powered by a central hydraulic power system.
- The access gangway shall accommodate surge drift (along Beth Line), Sway Drift (transverse to berth line), dynamic heave, roll, pitch & yaw etc. from the nominal position of the landing point of the access gangway on ship's deck

6.9.2 Corrosion Allowance

A corrosion allowance of 6mm shall be applied to all exposed steel surfaces.

6.10 Indicative parts & characteristics of Gangway:

6.10.1 Gangway material: Materials to be used for construction of the gangway must be suitable to withstand extreme weather condition expected at the Oil jetty. The ship access gangway will be made of structural steel and other special metals and have the following characteristics:

- Structural Steel for column type gangway and platform shall conform to IS 2062 Grade E250 or equivalent international standard materials.
- Pins and shafts for rotating components shall conform to forged material corresponding to ASTM standards.
- Aluminum for stairs and moving platforms shall be marine grade aluminum.
- All gangway weld joints will be as per the standards followed.
- A real function test will be conducted, comprising of at least the following:
- Checking pump's pressure limitation valve loading.

- Checking pressure limitation valves loading in rotation circuit.
- Checking pressure limitation valves loading in lifting circuit.
- Rotation, lifting and telescopic movements. Regulating these movements through restrictors.
- Checking of Free-Wheel system.
- Gangway movements with manual emergency pump.
- Checking the position of steps on mobile stairways.
- Visual inspection and verification of surface and paintwork finishing.
- Checking start-up and control electrical system.
- Measuring electrical parameters (voltage and current).
- Checking information plaques.

6.10.2 Gangway Hydraulic operation: Gangway's three movements lifting, Slewing and extension will be powered by a hydraulic system comprised of the following elements:

6.10.2.1 Hydraulic Power Pack Unit Lifting cylinder

6.10.2.2 Slewing cylinders' Telescopic mechanism

6.10.3 **Hydraulic Power Pack Unit:** The primary power shall be supplied by a heavy duty, electric motor for driving the hydraulic pumps. Separate hydraulic pumps modular construction shall be provided for main hoist drives, boom hoist drive and swing drive. Suitably sized hydraulic reservoir, filters, relief valves and air to oil finned tube heat exchanger shall be provided.

The power pack shall be mounted on structural skid with lifting arrangement. Hydraulic system components and piping shall be located within a drip pan. The gangway will be ready to be manually operated in the event of the main pumps failing or lack of electricity.

The gangway will have a free-wheel maneuver system, freeing the gangway so that it can continue moving once it rests on the cargo carrier's deck.

6.10.4 **Lifting Cylinder: It shall be composed of a single-acting cylinder designed to lift the aluminum stairs. The rod should be chromed to ensure resistance against corrosion.**

6.10.5 Slewing Cylinders: Double-acting cylinders whose movements ensure the platform connected to the mobile stairs rotates as per the requirement with safe range. The rods should be chromed to ensure resistance against corrosion.

- 6.10.6 Telescopic Mechanism: This mechanism is located in the lower part of the fixed stairs. It moves the inner stairs above the outer stairs.
- 6.10.7 Information Plaques: A SS plate will be located on the hydraulic unit's protective casing indicating the following:
- Procedures to start-up/stop the gangway.
 - How to operate the rotation safety system.
 - Free-wheel maneuver.
- 6.10.8 Rotation Safety System : In order to avoid interfering with other equipment on the jetty, the gangway shall have built-in rotation safety system comprising of limit switches.
- 6.10.9 Electrical Equipment: The scope of supply of electrical equipment shall include the following as minimum:
- The equipment includes a direct on line starter for the hydraulic unit's pump motors as well as a siren and an external indicator that are activated whenever the gangway can rotate either when the safety system is switched on or when it is overridden.
 - A safety system for all movement in order to avoid interfering with other equipment of the jetty.
 - A siren and an external indicator that are activated whenever the gangway rotates either when the safety system is switched on or when it is overridden.
 - Lighting to use the gangway in safety. Limit switches for all gangway movement.
 - All electrical equipment (cable, cable tray, glands etc.) from the junction box.
 - One junction box.
 - Cable reel or other system for the travelling movement.
 - All cables shall be fire retardant as per IEC 332.
 - Cable glands shall be made from certified nickel plated brass; the use of aluminum is prohibited.
 - All mounting / bolting hardware shall be stainless steel AISI 316 or better.
 - The underside of the gangway shall be protected with an electrically non- conductive material at any locations that could potentially come in contact with the ship.
 - All Gangway components shall be sufficiently electrically bonded to prevent stray electrical currents.
 - The electrical equipment protection will be appropriate for it to be installed in the area classified as Zone 1, Class 1, Group IIB T3, hazardous area.
- 6.10.10 **All the electrical items, shall have Ex-d enclosure with temperature class as T3.** More specifically, the protection will be as follows:

6.10.10.1 Electric Motors

- Ingress protection IP 67

- Explosion protection Ex-d, Gas Group II B, Temp Class T3

6.10.10.2 **Starter / Siren / Indicator / End Stops and Solenoid Valves**

- Ingress protection IP 67
- Explosion protection Ex-d, Gas Group II B, Temp Class T3
Local control panel

6.10.11 The control panel shall include as a minimum the following equipment:

- Key switch to start the hydraulic unit.
- Pilot lights for signaling “ready to start” function.
- Control buttons and/or levels for all extension/retraction, vertical and slewing motions.
- The control panel shall be waterproof and flameproof
- The successful Bidder shall provide control and logic diagrams and cause/effects diagrams for review and approval by Employer or its representative.

6.10.12 Surface Preparation and Painting:

After the function testing, the carbon steel surfaces will be SA 2.5 blasted according to ISO 8501-1 in the workshop. After blasting and before grade SA 2.5 is reached, painting will commence using the suitable painting system marine salt laden application upon receiving the approval of NMPA or its representative. Finishing paint colour shall be finalized with consultation of Port.

All exposed steel parts to be painted shall be thoroughly cleaned from inside as well as outside to remove scale, rust, dirt and other foreign materials by wire brushing and sand blasting.

Aluminum surfaces shall not be painted. Only the handrails of access ladder and support structure will be painted in yellow for safety reasons.

6.10.13 **Quality: The tasks outlined below are included regarding the supply, assembly and installation of ship access gangway:**

- Transport and on-site assembly as per design plan and specifications attached to tender document.
- All inspections and tests should be certified by a renowned quality control agency.
- **Welds:** Ultrasonic test (UT) will be taken of 25% of the weld joints. The remaining welds, including aluminium weld will be inspected with penetrating liquids (100%).
- **Materials Certificates** Materials test certificates for the following (not limited to) will have to be submitted:
 - Steel column
 - Aluminum stairs
 - Axes

- Base bearing
- Cylinders
- Telescopic chain
- Electric motor
- Control panel and electrical components
- The certificates will comply with DIN 50049 (EN 10204)
- Test certificate for tubular products.
- Test certificate for structural pieces.

6.10.14 Corrosion **Protection: The exposed elements shall have an adequate protection against weather conditions and sun. Anticorrosive protection shall be in accordance with paint specification.**

6.11 Test and Inspection

6.11.1 Inspection and Test Plan

Third party Inspection Agency (TPIA) for inspecting the supply, installation, testing & commissioning work at NMPA site shall be engaged by NMPA at own cost. TPIA shall inspect and certify the Telescopic gangway, systems and works as per the scope and specification mentioned for the work at site. TPIA appointed by NMPA shall also check and verify all the drawings , specifications , Third party inspection reports submitted by the successful bidder at the Manufacturers site. Further, the TPIA shall also verify all the statutory approvals submitted by the successful successful bidder.

Further, the TPIA shall also verify all the statutory approvals submitted by the successful Bidder.

The function test (not limited to) shall be carried out in accordance with the protocol drawn up by manufacturer. In any event, it will include a real function test that will comprise the following:

- Checking pump's pressure limitation valve loading
- Checking pressure limitation valves loading in rotation circuit.
- Checking pressure limitation valves loading in lifting circuit.
- Rotation, lifting and telescopic movements
- Regulating the aforementioned movements through restrictors.
- Checking of Free-Wheel system
- Gangway movements with manual emergency pump
- Checking of steps on mobile stairways
- Visual inspection and verification of surface and paintwork finishing.

- Load tests of the gangway.
- Checking start-up and control electrical system
- Measuring electrical parameters (voltage and current).
- Checking information plaques.

6.11.2 Factory Acceptance Test (FAT): The TPIA appointed by NMPA shall witness testing to prove proper operation of the Gangway. All test equipment shall be provided by the Successful Bidder. The report of all the above tests shall be submitted to the TPIA for verification and acceptance.

The FAT shall contain as a minimum the following tests:

- Complete trial assembly
- Visual inspection
- Dimension inspection
- Checking cabling and earthing
- Checking tapping and labelling
- Checking of gangway envelopes
- Checking alarms on extreme gangway position
- Testing calibration of instruments and equipment calibration certificates to be supplied
- Painting application
- Hydraulic system (oil level, pressure etc.)
- Load test at 100% SWL.

The report of all the above tests shall be submitted to the TPIA appointed by NMPA for verification and acceptance.

6.11.3 Site Acceptance Test (SAT): The site acceptance test to confirm correct functionality and operations as per project requirement. The bidder shall submit a test report. All test equipment shall be provided by the successful Bidder. The SAT shall contain, as a minimum, the following tests:

- Visual inspection
- Dimension inspection
- Checking of gangway envelopes
- Checking alarms on extreme gangway position
- Checking alarms on avoid interfering with other equipment of the jetty (if installed)
- Checking cabling and earthing
- Painting application
- Hydraulic system (oil level, pressure etc.)

The above tests shall be witnessed by the TPIA appointed by NMPA at site , who shall also certify the same.

6.11.4 Performance/ Operational/ Commissioning Test at Berth No 13:

6.11.4.1 The procedure of performance/operational/ Commissioning testing at project site shall be submitted for review/approval during detailed engineering stage and shall be mutually agreed between the NMPA or its representatives and the Successful Bidder.

6.11.4.2 A field performance/operational/ Commissioning test shall be conducted under supervision of the Successful Bidder and TPIA appointed by NMPA to demonstrate the performance of the system for commissioning.

6.11.4.3 Necessary instruments for the performance testing shall be arranged by the Successful Bidder at his cost, and shall be tested and calibrated before undertaking the performance test.

7.0 SPARE PARTS FOR TELESCOPIC GANGWAY

7.1 Successful Bidder shall supply adequate quantity of startup & commissioning spares so as to ensure that commissioning of the system is not hampered for shortage of commissioning spares. In case, during commissioning, any spare is used from mandatory spares, the same shall be replenished by Successful Bidder without any cost implication, within a mutually agreed time.

7.2 All spares parts shall be wrapped and packaged so that they are preserved in original as- new condition, under normal conditions of storage to be anticipated in India, and shall be properly tagged and coded so that later identification for intended equipment usage will be facilitated. "Mandatory spares" and "commissioning spares" shall be packaged separately and clearly marked.

7.3 Bidder shall submit list of commissioning spare parts with recommended quantities & itemized prices and supply the same for commissioning. However, the cost of commissioning spares shall be in-built in the cost of basic equipment.

7.4 The Vendor shall provide all required spare parts for Comprehensive O&M period for smooth operation of the gangway system.

7.5 The design of spare parts shall be identical with original parts.

8.0 COMPREHENSIVE ANNUAL OPERATION & MAINTENANCE CONTRACT FOR GANGWAY:

8.1 Scope for comprehensive annual Operation & maintenance contract services (CO&AMC services) shall include providing round the clock operation, routine/preventive/breakdown maintenance services, attending breakdown as required and annual maintenance services including all spares, consumables, grease, lubricants, oils, fuel and labour required of Column Type Vessel access telescopic gangways, which shall be installed at Berth No 13 of NMPA.

CO&AMC services shall also include supply of all man power, labor, tools & tackles, measuring instruments and supply & replacement of defective/breakdown spare parts (Including Mechanical, Electrical, Instrumentation) as and when required, including consumables etc. to make & keep the system operational up to the satisfaction of client.

8.2 Comprehensive Operation & maintenance for the period of 60 months of the Column Type Vessel access telescopic gangway system at Berth No 13 of NMPA shall start after expiry of free guarantee period of one year reckoned from the date of successful commissioning of the Gangway. The successful Bidder shall render free comprehensive maintenance services during the guarantee period. The cost of operation during the Guarantee period is deemed to be included in the equipment cost. The CO & MC may be extended for a further period of two years on mutual consent on same terms & conditions subject to satisfactory performance of the successful Bidder in the preceding years. The Successful Bidder shall have to supply all the spares and consumables required during the O&M period. All other relevant points such as preventive maintenance and break down maintenance, housekeeping, record keeping, report generation etc. shall be taken care by the Successful Bidder as per OEM manual & in consultation with the EIC within 30 days of commissioning and acceptance of the system. The Successful Bidder shall install one set of latest Desktop Computer with UPS and one laser printer for report generation at site for O&M management purpose.

8.3 The successful Bidder has to deploy suitable & sufficient number of experienced persons including engineers, operators, technician, helpers etc. as required, for round the clock O&M of the telescopic gangway at Berth No 13. (Minimum one operator for each shift). Out of the staffs deployed at site, one of them shall be designated as Supervisor, who shall be the single point contact for NMPA for all day to day issues and emergencies.

8.3.1 Qualification requirement of the Manpower :-

8.3.1.1 Skilled category manpower who are having Minimum ITI in Electrical/Mechanic/Fitter/Welder. One from each above trade (Qualification) to be deployed.

Suitable reliever shall be included, so as to comply with the statutory requirement such as Minimum wages act, and other regulations.

8.4 **Preventive Maintenance During COMC Period:** The Successful Bidder shall carry out preventative maintenance / checking as per their standard procedure. All the consumable for preventative maintenance (including oil & consumables) shall be included in their quoted rate.

8.5 **Breakdown/ On Call During COMC Period:** Breakdown /on call COMC services shall include attending to any complaint at any time (24 x 7) during COMC period, on receipt of verbal/written complaint from the Engineer-In- Charge.

Successful Bidder is required to attend all the complaints within 24 hrs. from the time of receipt of the complaints. i.e. service engineer to report at site within above stipulated time of logging of breakdown call.

8.6 It is not the intent of the owner to specify each and every points, nevertheless all such services which are required for smooth, trouble free, reliable, continuous and safe operation of system as required for good engineering practice and maintenance, deemed to have been in the scope of work of the CO & AMC Services without any implication either in price or in schedule. However, a maintenance schedule mutually agreed upon will be prepared before commencement of the CO & AMC PERIOD.

8.7 Areas where periodic maintenance or inspections are required, shall be accessible by platform, walkways, stairs or access ladders and with sufficient space for operating or maintenance personnel. These areas shall be provided with lighting.

8.8 For the periodic lubrication, gangway shall have a centralized manifold for manual or automatic lubrication (depending on the number of lubrication points).

8.9 The Successful Bidder shall paint the system with appropriate anticorrosive paints once in a year 2nd year onwards. However, in case there is signs of corrosion on the part of the system at any point of time during the O&M period, the Successful Bidder shall have to take immediate steps to check it by applying anticorrosive paints. After the 4th year Telescopic Gangway shall be sand blasted and painted.

8.10 Successful Bidder shall depute competent and skilled personnel for executing the works.

8.11 Successful Bidder has to perform up to the satisfaction of client and is required to inform about the progress of work to the Engineer-in-Charge on day-to-day basis.

8.12 The successful bidder has to maintain minimum stock for critical spares/components for smooth operation & maintenance of the equipments during the contract period. The successful Bidder shall arrange all required tools, tackles and precession instruments for carrying out the repair/maintenance work. If the successful Bidder is unable to provide the Gangway for operation due to non availability of required spare with them, then damage charges as per Clause 8.18 will be imposed.

8.13 The successful bidder has to carry out the periodical tests required as per the Statutory requirements and submit the report/Certificate to EIC.

8.14 The shift pattern for deploying the man power is as follows: -

Shift-I :	06:00Hrs To 14:00Hr
Shift-II :	14:00 Hrs To 22:00 Hrs
Shift-III :	22:00 Hrs To 06:00 Hrs
General Shift:	08:30 Hrs To 17:30 Hrs

8.15 All / any operation and maintenance activities whether preventive/ breakdown, shall be the responsibility of the successful Bidder throughout the contract period.

8.16 **DOWNTIME FOR PLANNED MAINTENANCE:** The Successful Bidder shall be allowed a planned downtime of one day for each completed month of service during the contract period for up keeping of Gangway. However, the successful Bidder must take prior permission of the Engineer In-Charge, NMPA, before laying up the Gangway to carry out such maintenance work. The successful Bidder can avail a maximum planned downtime up to 6 days half yearly(for every 6 months) during the contract period to carry out any work / repairs (From the date of Commencement of Contract). Any planned down time not availed within respective half calendar year will lapse and cannot be carried over to the next half calendar year. For availing the planned downtime, prior permission will have to be obtained in writing from the Engineer in-charge, NMPA, at least 14 days prior to the planned maintenance. The Successful Bidder shall commence the work only after receiving permission from EIC in writing. However any downtime for which prior permission from Engineer in-charge, NMPA has not been obtained shall be deemed as off-hire (break down) of Telescopic Gangway and deduction shall be made as per Damage charges clause No 8.18 below. Preferably, the maintenance of the Telescopic gangway shall be carried out during the idle period of the Gangway, such that it does not hamper the operations of the Port. Only in unavoidable circumstances, the successful Bidder shall take up the planned maintenance during operational hours duly obtaining the permission from Engineer in-charge, NMPA, at least 14 days prior to the planned maintenance.

8.17 **CONDITION FOR OPERATION OF TELESCOPIC GANGWAY:** The successful Bidder is obliged to keep the equipment in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.

8.18 **DAMAGE CHARGES**

8.18.1 **NON AVAILABILITY OF COLUMN TYPE TELESCOPIC GANGWAY**

8.18.1.1 This clause shall be applicable for non availability of Telescopic gangway on account of break downs:-

Damage charges slabs are as below for any break down:-

Up to 2 days =	25 % of COMC charges per day + Nonpayment of COMC charges
3 to 7 days =	50% of COMC charges per day + Nonpayment of COMC charges
8 to 15days =	75% of COMC charges per day + Nonpayment of COMC charges
16 to till the readiness of the equipment =	100% of COMC charges per day + Nonpayment of COMC charges

8.18.1.2 For non-availability for part of the day, proportionate charges will be deducted on pro-rata basis and the basis of calculation is on first slab i.e. Damage charges up to 2 days.

8.18.1.3 If the Gangway is not available up to four (4) hours, there is no damage charges. If non-availability continued beyond four (4) hours, then damage charges will be imposed on pro-rata basis.

8.18.1.4 For the purpose of calculating the damage charges every One hour after four (4) hours and part thereof shall be considered as full hours i.e if the Gangway is not available for 1

hour 20 minutes, after the initial free time of four (4) hours, then non availability will be considered as 2 hours and so on.

8.18.2 Further, if the Gangway is not rectified /repaired within the stipulated time in the tender (with damage charges), NMPA shall arrange for alternate arrangement such as boat etc. for the embarking and disembarking personnel from ship which shall be deducted from the monthly Comprehensive O& M charges of the successful Bidder. This will be in addition to the damage charges imposed on the successful Bidder till the Crane/s is/are repaired/replaced

8.18.3 The preventive maintenance of equipment, shall be carried out as per the maintenance schedule of equipment and in case of break down , the same should be attended in time to prevent hardships to customer and loss of revenue to NMPT.

9.0 Delay in deployment of Gangway:

9.1 Any delay in vessel berthing, cast-off or commencement of cargo operation etc. due to the delay in deployment of telescopic gangway/ removal of gangway, shall be on the account of the OEM contractor. The gangway shall be deployed or removed within 15 minutes after the receipt of clearance from vessel staffs for deploying and removing the gangway

9.2 Failure in complying to the above, a Penalty of Rs.10000/- excluding GST per hour per instance shall be levied from the contractors monthly bill. If the Gangway is under break down , then Clause No 8.18 is applicable

10.0 Standard Operating Procedure to be prepared for the operation of the telescopic gangway for the berth No.13 including the establishment of the communication with the VTS.

11.0 **CONFLICT:** In the event of conflict between various documents forming a part of this requisition, the following order of precedence shall prevail:

11.1.1 Scope of Work

11.1.2 Indicative specification mentioned in the document

11.1.3 Codes and Standard

Any discrepancy identified after award of work, the same shall be brought to the employer and NMPA's decision shall be final and binding. No time & cost implication will be entertained for the same.

Sd/-
(Gladstone L V)
Executive Engineer (M)II

PARTICULARS OF TENDERER:

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

A: Banker's Details:

Name of the Banker In Full	
Address of Banker	Telephone No:
	Fax No:
	Contact Person name:

B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2019-2020, 2020-2021 and 2021-22

Financial Year	Turnover		
	2019-2020	2020-2021	2021-22
i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached.

Attachments :-

- i) Financial reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.

Signature & Seal of the Bidder

DETAILS OF EXPERIENCE

Details of Past similar work made during the last seven years:

Sl. No.	Name of Work	Work Order and Date	Value of the Contract

Signature of Tenderer with Company Seal

NOTE: Photo copies of work order and Performance Certificate issued by the Client are to be enclosed along with the tenderer's offer. Additional sheets may be used if necessary.

TENDER FORM

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

To,

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

India

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR”**, we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees of Rs. _____/- in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have deposited the Earnest Money as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that you are not bound to accept the Lowest bid or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Witness

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Successful Bidder") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Successful Bidder for “**DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR**” and Guaranteeing the performance for a period of 12 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Successful Bidder’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
16. In consideration of the payments to be made to the Successful Bidder as hereinafter mentioned the Successful Bidder HEREBY COVENANT with the Board for “**DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR**” in conformity in all respects with the provision of the Contract.
16. The Board HEREBY COVENANT to pay to the Successful Bidder in consideration of the **work of DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE**

OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

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

Signed, sealed and delivered

by _____ for and on behalf of the said
_____ in pursuance of a resolution of
the Board of Directors of the

passed at a meeting held on

(Successful Bidder)
COMPANY SEAL

Witness: 1.
2.

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

in presence of
Witness 1.
2.

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 of 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.

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.;

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**]

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR”** vide Work Order No. _____ (hereinafter called ‘the Contract’) to M/s. **“Name of the Successful Bidder”** (hereinafter called the ‘Successful Bidder’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Successful Bidders and the Board, the Successful Bidder is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Successful Bidders do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /-(Rupees _____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Successful Bidders of any of the terms and conditions of the said Contract.
2. We, _____ (Name of the Bank), do hereby undertake to pay Rs. _____ /-(Rupees _____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Successful Bidder’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ /-(Rupees _____).
3. We, _____ (Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful Bidder shall have no claim against us for making such payment.
4. We, _____ (Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that

the terms and conditions of the said Contract have been fully and properly carried out by the said Successful Bidders and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Successful 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 the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Successful Bidders from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Successful 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 extension being granted to the Successful Bidders or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Successful 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.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Successful Bidder.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____/-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/2022.

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

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR

Ref: E-Tender No. CME- XX/2022-23 DATED XX/XX/2023

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

Place:

Name of the Applicant :

Represented by (Name & capacity)

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR”**.
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)

FORMAT FOR PROPRIETORSHIP

To,
The Chief Mechanical Engineer,
New Mangalore Port Authority,
Headland Sada, Vasco,
India

Sir,

Name of the Work: “**DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN
TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA
ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF
FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR**

Ref.: E-Tender No. CME- XX/2022-23 DATED XX/XX/2023

This is to inform you that I Mr. (Name)_____ is the sole proprietor of M/s. _____ having their registered office at _____(Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by New Mangalore Port Authority.

Sign and Seal of the Bidder/ Bidders Authorized representative

DISPUTES REVIEW BOARD AGREEMENT

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

THIS AGREEMENT, made and entered into this Day of 20 Between ("the Employer/ Board") and ("the Successful Bidder"), and the Disputes Review Board ("the DR Board") consisting of One/three DR Board Members, (Members from either party, i.e successful Bidder and Employer/ Board)

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

[Note Delete whatever is not applicable]

WITNESSETH, that

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

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

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer’s Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer’s Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer’s Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer’s Representative, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or Engineer’s Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;
- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Successful Bidder, the Engineer or Engineer’s Representative, and one another any fact or circumstances which might be such to cause either the Port or the Successful Bidder to question the continued existence of the impartiality and independence required of DR Board Members.

- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Successful Bidder, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Successful Bidder to question the continued existence of the impartiality and independence required of DR Board Members.
- 4 The Successful Bidder shall
 - a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities, and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Successful Bidder.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Successful Bidder. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed
10. DR Board Site visits :
 - a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Successful Bidder and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Successful Bidder and the Engineer or Engineer's Representative.
 - c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.
11. Procedure for disputes referred to the DR Board :
 - a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause [number] and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Engineer or Engineer's Representative stating that it is made pursuant to (*insert relevant clause no.*).
 - d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
 - e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR

Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts

- f) During the hearing, the Successful Bidder, the Employer/ Board, and the Engineer or Engineer’s Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Successful Bidder and the Engineer or Engineer’s Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

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

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

[Note Delete if it is one member DR Board]

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

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

Signed, sealed and delivered
by _____ for and on behalf of the said
_____ in pursuance of a resolution of
the Board of Directors of the

(Successful Bidder)
COMPANY SEAL

Witness:

- 1.
- 2.

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

in presence of Witness

- 1.
- 2.

DETAILS OF ONGOING CONTRACTS AT NMPA

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

Sign & Seal of the Successful Bidder

Bank Information for E-Payment

1	Name and full address of the Tenderer	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the tenderer	Telephone:
		Mobile:
		Fax:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Tenderer

HAND RECEIPT

Name of Payee :

Head of account : GLC –

Authority :

HAND RECEIPT

(C.P.W.A.28)

(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)

Department : Executive Engineer, Mechanical II Division

Cash Book Voucher No.

Dated:

1. **Pay by Cheque / ~~Cash~~**

2. **Paid by me**

Received from the Sub Divisional Officer-in-charge ofSub Division the Sum of Rs. _____/- (Rupees _____ - only)

Name of the work or purpose for which payment is made : Being the refund of EMD furnished along with the Tender No. _____ for the work of “**DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR**” vide Receipt No. _____ dtd. - -2022.

Seal & Sign. Of the Tenderer

Date:

Signature of Payee:

Witness:

- ◆ **The officer authorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.**
- ◆ **The person actually making the payment should initial and date payment certificate (2).**
- ◆ **In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.**
- ◆ **Payment should be attested by some known person when the payee’s acknowledgement is given by a mark, seal or thumb impression.**

UNDERTAKING ON INDEMNIFICATION

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

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

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

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

Sign and Seal of the Bidder/ Bidders Authorised representative

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local equipment and accessories he will be supplying (%)
<p>CME-XX/2022-23 dated XX/XX//2023</p> <p>DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR</p>	

Sign & Seal of the Successful Bidder

Certificate for Tenderers / Bidders sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to successful Bidders from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a successful Bidder from such countries unless such successful Bidder is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

UNDERTAKING FOR SITE VISIT

I/We _____ (Company Name), hereby declare that, i/ We have inspected the Berth No 13 and assessed the site conditions for installing the Column type Telescopic gangway as per the scope of works and tender terms and conditions involved in carrying out the work of “**Design, Supply, Installation, Testing & Commissioning of 01No.Column Type Vessel access telescopic gangway at Oil Berth No. 13 of NMPA along with Comprehensive Operation & Maintenance for a period of Five Years, after the expiry of free guarantee period of one year**” and the rates quoted by us involves all expenditure to carry out the work as mentioned in the Technical specifications and scope of Work.

Further, we also undertake that , we have inspected the location where the Column type Telescopic gangway can be installed in Berth No 13 and hereby confirm that , same can be installed at the identified location without any hindrances.

Sign and Seal of the Bidder/ Bidders Authorized representative

JOINT VENTURE PARTNER INFORMATION FORM

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process) Page__of

_____ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration:
4. JV's party year of registration:
5. JV's party legal address:
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of: (check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Numbers <input type="checkbox"/> Any other documents required for statutory compliance

Duly authorized to sign this Authorization on behalf of: (insert complete name of Tenderer)

Dated on _____ day of _____, _____ (insert date of signing)

Note: Duly Notarized/Attested

MANUFACTURER'S AUTHORISATION

(The Tenderer shall require the Manufacturer's Authorization to fill in this form in accordance with the instructions indicated. This letter of Authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include in its Tender, if so indicated in the TIS. Employer/Board is authorized to verify the facts and genuineness of the information provided by the Tenderer, directly with the Manufacturer)

Date: (insert the date as day, month and year) Tender No.: (insert number of Tendering process) To: (insert complete name of Port)

WHEREAS

We (insert complete name of Manufacturer), who are official Manufacturers of (insert type of goods Manufactured) having factories at (insert full address of Manufacturers factories), do hereby authorize (insert complete name of Tenderer) to submit a Tender the purpose of which is to provide the following Goods, manufactured by us (insert name and brief description of Goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 3.34 of the General Terms and Conditions of contract, with respect to the goods offered by us. Further, we also undertaker that we will provide back to back support to the Authorized dealer(s)/ Agency/ Authorized Channel Partner for installation, testing & commissioning of the telescopic gangway and for carrying out COMC till the design life of the telescopic gangway

Signed: (insert signature of authorized representative of the Manufacturer) Name: (insert complete name of authorized representative of the Manufacturer) Title: (insert title)

Duly authorized to sign this Authorization on behalf of: (insert complete name of Tenderer)

Dated on _____ day of _____, _____ (insert date of signing)

Note: Duly Notarized/Attested

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this... day of . 2022 by and between (i) M/s. *(Name of the firm to be filled-in)*, (ii) M/s..... *(Name of the firm to be filled-in)*, primarily for the work under the NEW MANGALORE PORT AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium:

1. Formation of Joint Venture/Consortium

1.1. (i)M/s..... *(Name of the firm to be filled in)* is engaged in..... *(Details of the works undertaken by the party)*

(ii)M/s.....*(Name of the firm to be filled in)* is engaged in..... *(Details of the works undertaken by the party)*

1.2. On behalf of Board of NEW MANGALORE PORT AUTHORITY (hereinafter referred to as - Employer 1), the Executive Engineer(M)II, NEW MANGALORE PORT AUTHORITY has invited bids from the experienced, resourceful Developers with proven technical and financial capabilities of executing the work **(insert the name of the work)**

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the NEW MANGALORE PORT AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and *(Name of Partner to be filled in.....)* shall be the Lead Partner and (i) *(Name of Partner to be filled in.....)*, (ii) *(.....Name of Partner to be filled in.....)*, shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

14. The Joint Venture/Consortium will be known as... *(..... Name of JV to be filled in.....)* and shall consist of (i) *(Name of the firm to be filled in)*, (ii) *(Name of the firm to be filled-in)*, parties to the present agreement

15. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement

16. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid

17. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.

18. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

19. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...***Name of JV/Consortium*** to be ***filled in.***) and the Contract shall be signed by legally authorized signatories of all the parties
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
 - (i) M/s..... (*Name of the partner to be filled- in*)
 - (ii) M/s..... (*Name of the partner to be filled- in*)
 - (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
 - a)The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (***Name of Partner to be filled-in***) shall carry out the following works.....
 - c) (***Name of Partner to be filled-in***) shall carry out the following works.....
 - d).....
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the -Board of New Mangalore Port Authority for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.
- 1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Successful Bidder; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital I or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the NEW MANGALORE PORT AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged. in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the day of 2022..

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal

Common seal of the firm

Witness1.....

Witness2.....

PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM

(To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this day of ...(month) of 2022, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),

.....hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal &
Common seal of the firm

(ii) Signature Name Designation seal &
Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date – Completion Date)	Status
1.				
2.				
3.				

SPECIMEN LETTER OF INTEGRITY PACT

(To be executed on Rs. 300/- non-judicial stamp paper)

INTEGRITY PACT

BETWEEN

NEW MANGALORE PORT AUTHORITY (NMPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members)hereinafter referred to as "The Bidder/Successful Bidder"

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government. Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal 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.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Successful Bidder

(1) The Bidder/Successful Bidder commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Successful Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Successful Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder/Successful Bidder will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Successful Bidder will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. 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.

e. The Bidder/Successful Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.

g. 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 Principal.

(2) The Bidder/Successful Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Successful Bidder has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Successful Bidder from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Successful Bidder from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the

transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Successful Bidder can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Successful Bidder, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Successful Bidder can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Successful Bidder shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Successful Bidders/Sub Contractor

1. The Bidder/Successful Bidder undertakes to demand from all Sub Contractor, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Successful Bidders and Sub Contractor.

3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Successful Bidders / Sub – successful Bidders

If the principal obtains knowledge of conduct of a Bidder/Successful Bidder or Sub-Contractor, or of an employee, or a representative, or an associate of a Bidder/Successful Bidder, or Sub-Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri Prem Chand Pankaj, Ex CMD, NEEPCO, independent Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
3. The Bidder/Successful Bidder accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Successful Bidder. The Bidder/Successful Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Sub Contractor. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Successful Bidder/Sub-Contractor with confidentiality.
4. The Principal 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 Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the Contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Panambur, Mangalore.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Successful Bidder is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Principal

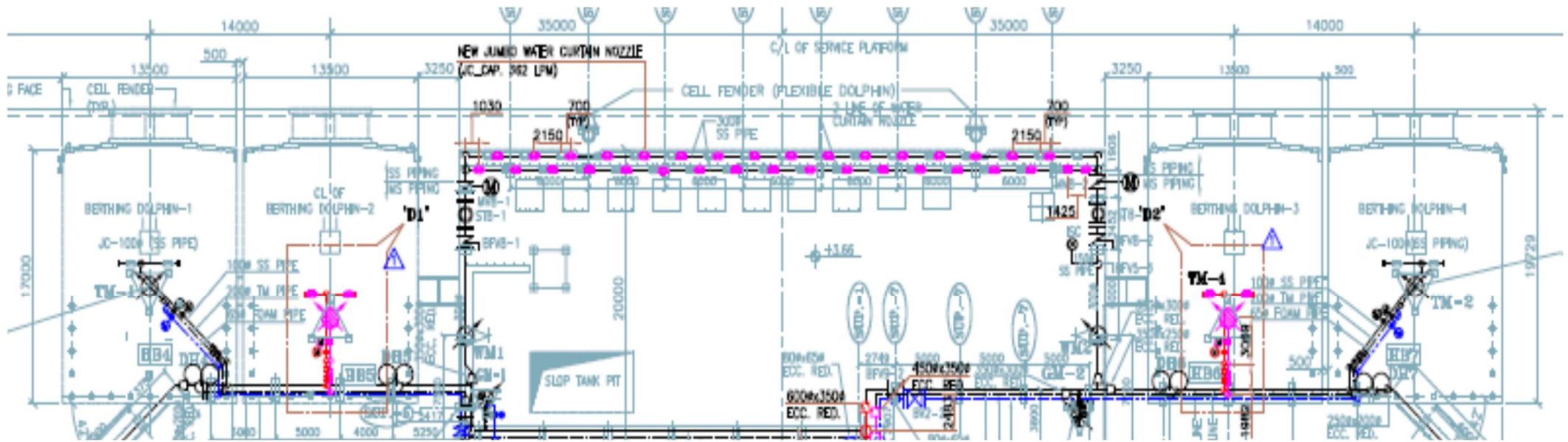
For the Bidder/Successful Bidder

Place: Panambur

Witness-1: Witness-2:

Date: ____/____/2022

JETTY DESIGN LAYOUT DRAWING



PRICE BID

Tender Inviting Authority: Office of the Executive Engineer(M)II, New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010

Name of Work: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. COLUMN TYPE VESSEL ACCESS TELESCOPIC GANGWAY AT OIL BERTH NO. 13 OF NMPA ALONG WITH COMPREHENSIVE OPERATION & MAINTENANCE FOR A PERIOD OF FIVE YEARS, AFTER THE EXPIRY OF FREE GUARANTEE PERIOD OF ONE YEAR

Contract No: CME-09/2022-23 DATED 11/02/2023

**Name of the Bidder/
Bidding Firm /
Company :**

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This 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 this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	9	13	14	15

1	Design & Supply, Installation, Testing & Commissioning of complete 01 No. of Column Type Vessel access telescopic gangway at Oil Berth No 13 as per the scope of work.	item1	1.00	unit			0.00	0.00	INR Zero Only
2	Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA including supply of all materials & manpower as per the scope of work - 1ST YEAR	item2	12.00	months			0.00	0.00	INR Zero Only
3	Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA including supply of all materials & manpower as per the scope of work - 2ND YEAR	item3	12.00	months			0.00	0.00	INR Zero Only
4	Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA including supply of all materials & manpower as per the scope of work - 3RD YEAR	item4	12.00	months			0.00	0.00	INR Zero Only
5	Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA	item5	12.00	months			0.00	0.00	INR Zero Only

	including supply of all materials & manpower as per the scope of work - 4TH YEAR								
6	Comprehensive Operation & Maintenance of 01 No. Column Type Vessel access telescopic gangway for Oil Berth No. 13 at NMPA including supply of all materials & manpower as per the scope of work - 5TH YEAR	item6	12.00	months			0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Figures				Select	%		0	0	Zero Only
Quoted Rate in Words		INR Zero Only							

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

CHECK LIST

Tender No: CME-05/2022-23

Dated: 11/11/2022

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

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Particulars of tenderer – Annexure 1 b) Financial turnover – Annexure 2 c) Details of experience – Annexure 3 d) Tender form – Annexure 4 e) Format for Declaration – Annexure 8 f) Format of Power of Attorney – Annexure 9 g) Format for proprietorship – Annexure – 10 h) Dispute Review Board Agreement – Annexure 11 i) Details of ongoing Contract – Annexure 12 j) Bank information for E-payment – Annexure 13 k) Hand receipt – Annexure 14 l) Undertaking of Indemnification – Annexure 15 m) Verification of local content – Annexure 16 n) Certificate for tenderers / bidders sharing land border - Annexure 17 o) Certificate for tenderers / bidders for works involving possibility of sub-	-	

	<p>contracting sharing land border – Annexure -18</p> <p>p) Undertaking for site visit as per Annexure 19</p> <p>q) Joint Venture Partner Information Form as per Annexure 20</p> <p>r) Manufacturer's Authorization as per Annexure 21</p> <p>s) Proforma of Joint Venture/Consortium Agreement as per Annexure 22</p> <p>t) Proforma of Power of Attorney for Lead Member of JV/ Consortium as per Annexure 23</p> <p>u) Format for Details of Consortium Members as per Annexure 24</p> <p>v) Specimen Letter of Integrity Pact as per Annexure 25</p> <p>w) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.</p>		
<p>PRICE BID</p>	<p>PART-III - Price Schedule (Online Mode Only)</p>		