



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



**TENDER DOCUMENT FOR**

**“HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY  
VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR &  
CLEANER, EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT  
AUTHORITY FOR A PERIOD OF FIVE YEARS”.**

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## PART - I

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

N.I.T. No.CME - 07/2023-24

Dated: 01/06/2023.

TITLE OF WORK: e-TENDER FOR "HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS".

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 दस्तावेज़ों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेज़ों 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 दस्तावेज़ के अनुसार दस्तावेज़ 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 दस्तावेज़ 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](http://www.newmangalore-port.com) पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज़ 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](http://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। बोलियां, जो अवरुद्ध 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 फ्रीज़ 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 लगाएं। 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 संग्रहित 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(m) 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/Bidder/Contractor 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 जव्त 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 penalty, applicable GST shall be collected.
26. GST returns shall be filed in time by the contractor. Input Tax credit lost if any due to non-filing of return will be recovered from contractor.

**PART-II****INDEX**

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## निविदा आमंत्रण सूचना/NOTICE INVITING TENDER

TITLE OF WORK: e-TENDER FOR "HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER, EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS".

1	निविदा संख्या/ TENDER NO. निविदा आईडी/ Tender ID:	CME-07/2023-24 Dated 01/06/2023 2022_NMPT_XXXXX_X
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 <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
3	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि/ Date of NIT available to parties to download.	01/06/2023 at 14.00 hrs.
4	ऑनलाइन प्री-बिड केरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid query submission	01/06/2023 at 14.00 hrs.
5	ऑनलाइन प्री-बिड केरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid query submission	08/06/2023 at 16.00 hrs.
6	अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender	Rs.1,77,00,000/-(Rupees one crore seventy seven lakh only) Excluding fuel cost, GST, EPF & ESI.
7	बयाना राशि/ Earnest Money Deposit	The tenderer is required to pay Rs.4,18,000- (Rupees Four lakh eighteen thousand only) as EMD or exemption certificate as per clause No 2.2.1(m) of ITB. 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.
8	निविदा शुल्क/ Tender Fees	Rs.1,120- (Rupees One Thousand one Hundred and twenty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(m) of ITB.
9.	<a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a> 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 <a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a>	09/06/2023 at 16.00 hrs.
10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid.	21/06/2023 at 16.00 hrs.
11	तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid.	22/06/2023 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	05 yrs starting from the date as indicated in work order.
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](http://www.newmangaloreport.gov.in) and on CPP Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

Sd/-  
(SRINGESWARA N.S)  
Superintending Engineer (Mechl).



## 2. INSTRUCTIONS TO THE BIDDERS (ITB)

### 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 (Mechl.)II on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of "HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER, EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS".

### 2.2 TENDER SUBMISSION:

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

- a) *EMD: The tenderer is required to pay Rs.4,18,000-* (Rupees Four lakh eighteen thousand only) *as EMD.* 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. *RTGS receipt/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 (m) below.*
- b) TENDER FEE for Rs.1,680/- (Rupees One Thousand six Hundred and eighty Only) inclusive of 12% GST - Non-refundable –NEFT/RTGS 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 (m) 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 and **specifications of brand new truck mounted heavy duty vacuum Road sweeping machine .**
- e) Particulars of Bidder as per **Annexure –1.**
- f) Tender Form as per Annexure-2.
- g) Bank Details of the Bidder for E-Payment - Annexure-7.
- h) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- i) Documentary evidence duly self attested viz –auditor's certificates / balance sheet / latest income tax return filed/profit and loss statement for the last three financial years ending **March 2022.**
- j) Form of Declaration – **Annexure-5**
- k) Format for Power of Attorney: - **Annexure -6**
- l) Dispute review Board – **Annexure 8**

- m) 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 Udyam 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.
- n) Dispute review Board – **Annexure 9.**
- o) Details of ongoing contracts at NMPA – **Annexure 10.**
- p) Verification of local content – **Annexure 11.**
- q) Undertaking on Indemnification – **Annexure – 12.**

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

### **2.3 ELIGIBLE BIDDER:-**

- 2.3.1** The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2** All bidders shall provide the Tender Form information as per Annexure -2.
- 2.3.3** Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause **No 2.22.**

## **2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MOC)**

### **2.4.1 FINANCIAL CRITERIA:**

The Bidder should have the average Annual financial turn over of Rs. **53,10,000/-**(Rupees fifty three lakh ten thousand Only) for the last 3 years **2019-20, 2020-21 & 2021-2022**.

Note:- 1. Documentary evidence duly self attested viz –auditor’s certificates / balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid..

2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2022. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

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

### **2.4.2 TECHNICAL CRITERIA:**

2.4.2.1 The bidder should have at least two (2) years experience of having successfully executed similar works, within the last 7 years ending last day of the month previous to the one in which tenders are invited.

“Similar Works” means Hiring contract OR operation and Maintenance Contracts of Truck mounted Road sweeping machine /Truck mounted equipment or machinery/ Beach cleaning Machine(BCM) / Cranes / container handling equipment / other equipment/ machineries/ passenger vehicles/trucks / cars / LMV’s, except two (2) and three (3) wheelers.

2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2.1 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.2.1 The bidder shall submit self attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion certificate issued by the Client, indicating the date of Completion. In case of ongoing contracts, the contractor shall submit the performance certificate indicating the period of the ongoing contract ending last day of month previous to the one in which applications are invited. The Bidder shall also enclose detailed BOQ and scope of work supporting the LOA/work order/agreement/completion certificates/performance certificates submitted in the bid. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

Note: In case of ongoing contracts, the bidder shall have executed similar works for a minimum of 02 years ending last day of the month previous to the one in which tenders are invited.

2.4.2.3 The fully built Heavy Duty Vacuum road Sweeping machine with Truck mounted shall be supplied under the contract shall be brand new. The manufacturing /registration date of the Truck mounted vacuum Road sweeping machine that will be supplied shall not be prior to date of award of the contract to the successful bidder. The contractor should be the registered owner of the Brand new Heavy duty Truck mounted vacuum Road sweeping machine that will be supplied under this contract. Undertaking shall be submitted along with bid for deployment of owned Brand new fully built Heavy duty Truck mounted vacuum Road sweeping machine as per the tender terms and conditions, if the contract get awarded.

2.4.2.4 The contractor shall have an operational office at Mangaluru to monitor the day to day activities of the subject contract. A nodal officer shall be deployed in the office who shall be single point contact for Port officials for all operational related issues in the contract. Necessary documents proving office at Mangaluru shall be enclosed along with the bid. In case the bidder doesn't have an office at Mangaluru, an undertaking stating that, he will establish an office at Mangaluru on award of contract shall be submitted along with the bid, failing which the bid shall not be considered for evaluation. Further, after award of contract, if the contractor does not operate/establish the office at Mangaluru as stated above, the contract shall be terminated as per clause No 3.14.

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

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

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

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

**2.5 Category of Road sweeping machine required under this contract:**

Sl. No.	Description	Qty Required
1.	Hiring of 01 No. <b>Brand new</b> Truck Mounted Heavy Duty Vacuum road Sweeping machine including driver and cleaner charges, operation and maintenance of equipment and transportation of the dust collected to specified locations. <b>Exclusive of EPF,ESI,GST &amp; fuel. Fuel supplied by Port free of cost. EPF,ESI,GST paid extra as applicable.</b> Working Hr: <b>08 Hrs/ per day</b> as per the instruction of controlling officer. (weekly 01 day of rest for cleaning/mtc.)	01 No.

**2.6 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES**

**2.6.1** The contractor may visit the New Mangalore Port before quoting. The bidder should quote the rate by taking into consideration all operational expenses excluding fuel cost, EPF,ESI,GST.

**2.6.2** The Truck Mounted Heavy Duty road Sweeping machine **supplied shall be fully built brand new Vacuum type Truck mounted with a operator and a cleaner (helper). Fuel shall be supplied by Port free of cost.** All operating expenses including operation and maintenance of equipment and **transportation of the dust collected to specified locations**, Operator & cleaners pay, overtime allowances if any, batta, repairs, service charges, insurance charges, statutory taxes, transportation from one place to another etc. excluding fuel shall be borne by the tenderer and the tenderer will be paid only a flat rate of hire charges per month per equipment as per the L1 rate quoted in the price bid Format (PART III) excluding, GST,EPF,ESI or L1 negotiated rate excluding GST,EPF,ESI which shall be paid on actual based on documentary evidence.

**The Truck Mounted Heavy Duty Vacuum road Sweeping machine shall be put into operations for 08 hours per day throughout 05 years (excluding 01 day per week for maintenance or cleaning) , for which monthly payments shall be released to the contractor.** Any extra hours operated during emergencies shall be based on the instructions of the controlling officer without extra cost who shall give instruction in written to the contractor. Any oral instruction given shall be subsequently recorded in writing by the controlling officer. The extra hours or extra shift worked during emergencies will not be charged (payment exempted) considering the payment made for Truck Mounted Heavy Duty Vacuum road Sweeping machine during the monsoon even though it is underutilized.

**The Truck Mounted Heavy Duty Vacuum road Sweeping machine may be used based on the requirement of the Port. However, monthly shall be ensured to the**

**contractor every month duly deducting penalties and dues.** The payment shall be released to the contractor based on the monthly usage as per monthly rate quoted by the contractor.

**2.6.3** The GST,EPF,ESI as applicable will be paid extra by the Port. The GST Registration Number of the tenderer 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.

**2.6.4** GST will be paid on production of documentary proof of registration with the Concerned Statutory Authority.

**2.6.5** The contractor shall file the applicable tax & returns within the time and submit the documentary evidence.

**2.6.6** **The quantity of Road sweeping machine mentioned in tender is tentative; it may decrease/increase during award of tender as per requirement of NMPA.**

## **2.7 AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.7.4 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.

2.7.5 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.

## **2.8 ONE BID PER BIDDER**

2.8.4 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.

2.8.5 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

2.8.5.1 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

2.8.5.2 Submit more than one Tender in this Tendering process.

2.8.6 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.22 at the date of contract award, shall be disqualified.

2.8.7 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**

- 2.9.4 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.
- 2.9.5 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 Port accepts no liability or responsibility whatsoever therefore.
- 2.9.6 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 (EMD)**

- 2.10.1 EARNEST MONEY DEPOSIT shall be *pay* Rs.4,18,000- (Rupees Four lakh eighteen thousand only) RTGS 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. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 2.2.1 (m).
- 2.10.2 The Earnest Money Deposit of unsuccessful Tenderers except L2 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 and L2 Tenderer shall be refunded (without interest) only on receipt of Bank Guarantee as stipulated in the tender from the successful tenderer.
- 2.10.3 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.10.4 The Earnest Money Deposit may be forfeited, if
- 2.10.4.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
  - 2.10.4.2 the successful Bidder fails within the specified time limit to

- 2.10.4.2.1 sign the Agreement or /submit the performance security or
- 2.10.4.2.2 Fail to commence the work on the specified date as per LOA/Work order or
- 2.10.4.2.3 fails to supply the Truck mounted Road sweeping machine as per Tender condition

**2.10.5** In case the Firm has submitted MSME certificates as per clause no 2.2.1 (m) , for participating in the tender , then the firm may be debarred for a period of three (3) from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities , if

2.10.5.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.10.5.2 the successful Bidder fails within the specified time limit to

2.10.5.2.1 sign the Agreement /submit the performance security or

2.10.5.2.2 Fail to commence the work on the specified date as per LOA/Work order or

2.10.5.2.3 fails to supply the Truck mounted Road sweeping machine as per Tender condition

## **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, there to, shall be made in writing by post, email or by Fax. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender.

## **2.12 AMENDMENTS:**

2.12.2 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.

2.12.3 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 QUERIES**

Pre-bid queries shall be uploaded online only in the e-procurement portal on or before **08/06/2023** at 16.00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/CPP websites. **No pre-bid meeting will be held with the prospective Bidders.**

## **2.17 TENDER OPENING AND EVALUATION:**

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

### **2.17.2 SCRUTINY AND EVALUATION OF THE TENDER.**

2.17.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid:

2.17.2.1.1 meets the eligibility criteria defined at 2.3 & 2.4 above.

2.17.2.1.2 Has been properly signed by an authorized signatory holding Power of Attorney in his favor.

2.17.2.1.3 accompanied by EMD & Tender fee, except in case as per clause No.2.2.1(m).

2.17.2.1.4 is responsive to the requirement of the bidding documents .

If any of the above conditions are not satisfied, the bid shall be rejected outright.

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

2.17.2.3 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.

- 2.17.2.4 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.
- 2.17.2.5 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.
- 2.17.2.6 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.

### **2.17.3 OPENING OF PRICE BID:**

- 2.17.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- 2.17.3.2 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.
- 2.17.3.3 The Bidders has to quote the rate per month for the subject work in the price Bid format- PART III excluding GST,ESI , PF and fuel cost.
- 2.17.3.4 The evaluation shall be done on the basis of **lowest value (L1)** of hire charges quoted in Rs. per each or 01 no. brand new Heavy duty Truck mounted vacuum Road sweeping machine per month. If the contractor is quoting, then he must Deploy and hire the required /ordered Truck mounted Road sweeping machine in this category. The GST,EPF,ESI fuel cost & extra hour arte , if any will **not be considered** for comparison.

2.17.3.5 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)

2.17.3.5.1 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.

2.17.3.5.2 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.

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

2.17.3.6 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 3** of Tender Document, and prior to start of the contract, the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.17.3.7 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.

2.17.3.8 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.

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

## **2.18 AWARD OF CONTRACT:**

### Award Criteria

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

## **2.19 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL**

Notwithstanding Clause no 2.18, 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 on the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

## **2.20 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

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

2.20.3 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 2.21.

2.20.4 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement prior to start of contract, to be prepared and completed at the cost of the Contractor, in the **Annexure 3** with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance/order whichever issued earlier. The agreement to be executed on a non-judicial Stamp paper of value **Rs.200/-**. The contract Agreement shall be signed between the PORT AUTHORITY and the successful Bidder prior to start of contract on issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 06 sets of agreement copies at his own cost.

**2.21 PERFORMANCE SECURITY** for a sum equivalent of 10% of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of 05 years plus Six Months claim Period. Thereafter, the Performance Security shall be released to the Contractor after successful completion of the Contract, 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 ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period. If any additional Truck mounted Road sweeper machines are ordered, the Performance guarantee for 10% of the hiring charges for the remaining contract period plus GST shall be submitted.

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.

Note:- 1. The Penalty for the delay in submission of the Performance guarantee within the stipulated 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.

## **2.22 CORRUPT OR FRAUDULENT PRACTICES**

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer defines, for the purpose of these provisions, the terms set forth below as follows:

- 2.22.2 "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
- 2.22.3 "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.
- 2.22.4 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.
- 2.22.5 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.

## **2.23 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 Mangaluru, Karnataka, India.

## **2.24 SETTLEMENT OF DISPUTES**

### **2.24.1 AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:**

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Engineer, the mater in dispute shall in the first place, be referred in writing to the Engineer and an attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that itis made pursuant to this clause.

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board or an arbitral award. The Dispute Review Board (DR Board) will be constituted after award of Contract and execution of Agreement.

Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable statement thereof has been made.

### **2.24.2 ARBITRATION:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the arbitrator so appointed is an ex-employee of NMPA.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his

office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. In case of any disputes or differences between the parties hereto, the court at Mangaluru shall alone have jurisdiction to entertain the suit/arbitration award.

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

**Sd/-**  
**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

### **3.0**

### **GENERAL TERMS AND CONDITIONS (GTC):**

#### **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 Board of New Mangalore Port, a body corporate under the Major Port Authority Act., by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor'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, work order and the Contract Agreement.
- 3.1.4 "Contract Price" means the total sum of money to be paid by the employer to the contractor 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 contractor 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 contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawing supplied or furnished by the contractors 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 or the lowest quotation received in a tender , bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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 Contractor 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 PAYMENT TERMS:** Monthly payment along with applicable GST, plus increase/variation in minimum wages, employers contribution on ESI and PF if any , will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the logbook copy signed by operator & controlling officer, attendance register, receipt of ESI & EPF contributions made to the contract staffs, extract of wages payment Register, bank statement of the contractor for the

month for which the contractor submits the bill, as documentary evidence. No advance payments shall be made to the contractor.

- 3.3.1 The Truck mounted Road sweeping machine shall be put into road cleaning operations for eight(8) hours per day. The Machine shall be operated for approx.. 24 days in a month ( i.e 6 days in a week excluding one day i.e Sunday or in emergency other day for maintenance or cleaning the machine ).
- 3.3.2 In case of any emergencies/requirements, the machine shall be operated extra hours/shift for which no extra payment shall be claimed considering the exemptions of monsoon season as the machine will not be used fully during monsoon season(June to September) for which monthly payment made as usual .The extra hours worked any day throughout contract period shall be entered in logbook duly certified by controlling /concerned officer.
- 3.3.3 If the operations of the Truck mounted Road sweeping machine is affected due to reasons not in the control of the contractor like rain or Melas/festivals etc, then the same needs to be entered in the Log book duly mentioning the hindrance for operating the Machine. The controlling officer shall verify and certify the same.
- 3.3.4 After each day of operation , the Road sweeping machine along with the truck may be parked inside NMPA premises without parking charge at contractors risk
- 3.3.5 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 Contractor or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Retention money of Performance Security amount.
- 3.3.6 The Quarters License fee/rent paid receipt copy shall be enclosed along with monthly bill, failing monthly concerned hired vehicle payment will not be initiated/released/paid. In case of non allotment of quarters, undertaking shall be enclosed in monthly bill for non allotment of quarters.
- 3.3.7 For storage of spares, materials, duty staff etc office space free of cost may be allotted only in case there is a availability, else contractor has to make his own arrangement.

**3.4 INCOME TAX:** Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor 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.

**3.5 TAXES:**

The contractor 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 Contractor/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.

**3.6** The Contractor 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 towards E.P.F., E.S.I. etc.

**3.7** The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

**3.8** The contractor shall deploy the OPERATOR and CLEANER (HELPER) for operating the Truck mounted Road sweeping machine. Further, Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.

**3.9 PAYMENT OF WAGES:-**

3.9.1 Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift, they shall be paid overtime at double the normal wages.as applicable at contractor expense and on National & Festival holidays specified by the Port, they will be paid overtime allowance at double the proportionate hourly wages (OT shall be Wages for paid holiday and Single Overtime allowance) for the duty performed on such days, as per applicable rules.

3.9.1.1 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off/maintenance or cleaning).The port shall not be responsible for any labour disputes arising between contractor and the staffs deployed on the Truck mounted Road sweeping machine. For the Truck mounted Road sweeping machine hired Minimum wage plus additional applicable OT applicable if any shall be payable to operator & cleaner by the contractor, which is deemed to be included in the quote.

3.9.1.2 The contractor shall submit every month bill in duplicate duly indicating the monthly abstract of Hours run/ day wise to the respective controlling officers.

3.9.1.3 The wages shall be paid on or before 7<sup>th</sup> day of every month through the Bank only. Documentary evidence like bank statement of the contractor shall be furnished along

with the bills.

3.9.1.4 Wages, OT etc paid shall be entered in personnel register.

3.9.1.5 The minimum wages per day applicable as on 01.04.2023 as per Minimum Wages Act, 1948 are

- |                                    |          |
|------------------------------------|----------|
| a). Skilled (Operator)             | Rs816/-. |
| b). Un skilled (Cleaner or helper) | Rs616/-. |

(Reference notification sl no. S.O.188(E) dated 19<sup>th</sup> January, 2017.)

Note : The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

3.9.1.6 Any shortage of manpower leading to non operation of the equipment than, penalty as per clause 4.10 shall be deducted from contractors monthly bill.

3.9.1.7 The clause No 3.9.1.6 is not applicable for weekly day of rest for the contract staff.

### **3.10 WELFARE MEASURES - EPF, ESI etc:**

3.10.1 All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952”.

3.10.2 All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act,1948”.

3.10.3 The EPF & ESI contribution of the employees and immediate employer’s contribution shall be remitted by contractor to the authorities concerned periodically at the applicable rates. **The immediate employers contribution**, will be reimbursed to the Contractor based on the documentary evidences towards remittance made.

3.10.4 The prevailing rates of employees contribution and immediate employers contribution towards ESI, EPF are:

Employees Contribution	Immediate Employers Contribution
ESI 1.75% of the Wages	3.25% of the Wages
EPF 12% of the Wages	13.00% of the Wages

**The immediate employers contribution for ESI or PF by the employer shall be claimed by the contractor for reimbursement after payment to the workers.**

3.10.5 The immediate employer’s contribution (Contractor) towards ESI, EPF is the liability of the Contractor, as such the rate shall be **exclusive** of ESI & EPF. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPA).

3.10.6 The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of

Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.

**3.11** The personnel have to attend the duty as per the roaster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which penalty as per clause No 4.10 of SCC is applicable.

**3.12** The Contractor shall be accountable for all losses occurring during the contract period due to Negligence or faulty maintenance of the systems by his staff.

**3.13** The Employer (NMPA) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

**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 contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30)days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

3.14.2 In the event of such termination of the contract, NMPA shall be entitled to:

3.14.2.1 forfeit the security deposit as it may consider fit;

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

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

3.14.4 if at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or

compensations on this account.

- 3.14.5 NMPA reserves the right to terminate the contract at its convenience, without assigning reasons to the contractor by giving a notice period of 30 days. The contractor shall not have right of any claim on NMPA on account of such termination.

### **3.15 DEBARRING OF 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 POLICE VERIFICATION**

- 3.16.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be

submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

### **3.17 SAFETY**

The Bidder shall ensure that,

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

### **3.18 INSURANCE**

- 3.18.1 The Contractor shall effect and maintain the following policies at no cost to NMPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).
  - 3.18.1.1 Commercial General Liability (CGL): The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered.
    - 3.18.1.1.1 Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
    - 3.18.1.1.2 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.
    - 3.18.1.1.3 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.
- 3.18.2 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.
- 3.18.3 The policy will be having claim series clause and extended notification clause with cross liability extension.
- 3.18.4 Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment

of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- 3.18.5 Automobile Liability Insurance covering use of vehicles / mobile equipment used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- 3.18.6 Claim Lodgment: In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- 3.18.7 The Contractor shall submit to the Employer:
- 3.18.8 Evidence that the insurances described above have been effected and
  - 3.18.8.1 Copies of policies for the insurances described in the clauses have been submitted.
  - 3.18.8.2 When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
  - 3.18.8.3 The Contractor 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.
  - 3.18.8.4 The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

### **3.19 INDEMNIFICATION**

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify



and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of; 31

3.19.1 Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.

3.19.2 Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

3.19.3 The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract. The Contractor shall submit a indemnity bond on a Rs.100 stamp paper as per the format at Annexure 12.

### **3.20 PERSONAL PROTECTIVE EQUIPMENTS**

The Contractor 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.

### **3.21 CONDUCT**

The Contractor, 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 Contractor 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.

### **3.22 ACCIDENT**

3.22.1 The Contractor 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.

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

**3.23 RECORD OF ATTENDANCE**

The Contractor will be responsible to obtain Biometric RFID cards for each of his/her employee, from NMPA as per the existing procedure on payment basis. These RFID card details will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the contractors.

**3.24 IDENTITY CARD**

NMPA will issue blank RFID card with Biometric verification system to each employee of the outsourced contract as per the applicable charges, purely for the purpose of attendance records. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

**3.25 SUB-CONTRACTING**

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

**3.26 FORCE MAJEURE:**

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

**Sd/-**  
**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

#### 4.0 SPECIAL CONDITIONS OF THE CONTRACT

- 4.1 **The fully built Brand new Truck mounted Heavy duty vacuum Road sweeping machine along with Operator & cleaner under this contract shall be supplied by the contractor within 90 days from the date of issue of LOA/Work order.** The Tenderer shall be responsible to comply with all requirements of various labour and commercial laws and rules applicable to this contract. In case the contract is awarded and the successful tenderer does not commence the hiring within the time indicated in the order or within the extended period (if any as decided by the competent authority, NMPA) then action as per Clause 2.10 of ITB or 3.14 shall be initiated.
- 4.2 The hired **Truck mounted Heavy duty vacuum Road sweeping machine** deployed/hired along with operator(driver) and cleaner shall be used for sweeping services of New Mangalore Port Area/roads of NMPA and in and around Port premises and in emergency for roads specified by NMPA Authorities. **Fuel will be supplied by NMPA free of cost.** Normal working hour is 8.00AM to 5.00PM or 9.00 AM to 06.00PM, having one hour break for lunch & tea. Normally, the machine shall have to be operated for 08 hours per day except maintenance days. However, in case of emergency, the machine work beyond 8 hrs period for which no extra hour payment will be made considering the payment for monsoon season (June to September) even though machine is underutilized during monsoon .
- 4.3 The Tenderer shall comply with all the labour, commercial and industrial laws applicable for performance of this contract. The Tenderer shall be responsible to pay all taxes, charges and duties prescribed for operation of the **Truck mounted Heavy duty vacuum Road sweeping machine** within the state of Karnataka. NMPA will not reimburse any taxes, levis, tolls & duties other than the GST, EPF & ESI contribution of employer as per prevailing rates during the period of contract. *GST will be paid only if the tenderer has furnished the notarized copy of GST registration certificate issued by the GST authorities.*
- 4.3 The **Truck mounted vacuum Road sweeping machine** shall be maintained in good running condition. The Tenderer should *renew/maintain any* necessary certificates issued by the Competent Authority for operating **Truck mounted vacuum Road sweeping machine**. The Tenderer should replace the **Truck mounted vacuum Road sweeping machine** is not capable of performing the assigned road sweeping operations as per the Scope of work. If the Tenderer fails to comply with the above, any consequences arising shall be the responsibility of the contractor. The Contractor shall submit a copies of necessary certificates issued by the Competent Authority for operating **Truck mounted vacuum Road sweeping machine** as and when renewed to NMPA for verification.
- 4.4 The quoted hire charges shall remain firm and fixed for the entire period of contract. **The contract shall be for a period of 05 years.** The contract may be extended for a further period of one (1)

year or (2) at the same rate, terms and conditions of the contract on mutual acceptance by the bidder and NMPA, subject to satisfactory performance of the bided in the previous years of the contract.

- 4.5 In case of any accident caused to any person including the tenderer's or Port's workmen or damage to any property in the course of the execution of the contract, the tenderer will be solely responsible for payment of Compensation, Medical aid, etc. In case, the tenderer fails to pay the compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the tenderer. The tenderer shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the NMPA against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. NMPA shall not have any connection whatsoever in this connection against any proceedings/actions by any Government/Departments of Governments, etc.
- 4.6 The contractor shall park the Road sweeping machine at NMPA premises while on NMPA duty at his risk and cost. Place of parking will be provided either in the Port's Administrative Office building premises or any other location as instructed by the controlling officers depending upon the reporting place. The PORT AUTHORITY shall not be responsible for any loss or damage caused to the Road sweeping machine while parked in the Port premises. Recoveries will be made at applicable rates of Port from the contractor's bills, if contract Road sweeping machine causes damages to Ports property. The Road sweeping machine will be stationed in the Port's Administration Building Premises (or) in any other location of the Port as may be decided by the controlling officer from time to time. The Contractor shall also give details of all the Drivers like Name, Permanent Address, License and badge no. etc., if any, duly countersigned by the contractor to the controlling officer.
- 4.7 The Road sweeping machine are required everyday including holidays(except Sunday) and as per the requirement. The Road sweeping machine shall be allocated according to the Port's needs from time to time. The trip sheets / logbook shall be checked and certified by the Officers concerned. The trips/works are to be made based on the instructions given by the Controlling Officers from time to time. First aid medicines shall be kept in the Road sweeping machine always.
- 4.8 The Tenderer should deploy operators having a valid license with experience of driving heavy motor vehicles or equipment/cranes. The drivers shall be provided with uniforms as required under Motor Vehicles Act/Rules. All Drivers should be provided with a Cell Phone

with incoming call facility. The driver deployed should also be insured. The contractor should keep the Driving license of the driver, emission test certificate, Insurance documents in respect of Driver / Road sweeping machine, certificate of fitness , certificate of Registration of Motor Road sweeping machine, certificate of Tax / Tourist permit under the Karnataka Motor Vehicle Act / Rules or any other necessary certificates issued by the Competent Authority at all times with the Drivers. Comprehensive Insurance Policy shall be taken for the Road sweeping machine to safeguard the interest of the port against all risks involved in hiring an operation of the Road sweeping machine to comply with the Motor vehicles Act 1989, this insurance should cover all the risks for liability of life of passengers and the driver. ***This should also cover all riot risks.***

4.9 The contractor shall comply with the Central, State and Municipal laws / rules and shall solely responsible/ complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under and other enactments that may be applicable including ESI, EPF, Payment of wages Act, the workmen compensation Act or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever in force and as far as they are applicable.

#### **4.10 PENALTY FOR NON AVAILABILITY OF TRUCK MOUNTED ROAD SWEEPING MACHINE:**

**4.10.1** The **Truck mounted vacuum Road sweeping machine** shall be available for operation for eight (8) hours in a day during the week days excluding Sunday which is required for Maintenance. In case any breakdown or non-operation of the **Truck mounted vacuum Road sweeping machine** excluding Sunday, it shall be the sole responsibility of the tenderer to repair the **Truck mounted vacuum Road sweeping machine** immediately, else penalty will be applicable as below :-

4.10.1.1 Non availability for more than 02 hrs to 4 hrs – Nonpayment of hire charges at pro-rata basis for half day.

4.10.1.2 Non availability for more than 04 hrs to 8 hrs – Nonpayment of hire charges at pro-rata basis for full day.

4.10.1.3 Non availability for more than 1 day - Nonpayment of hire charges at pro-rata basis for full day X the number of days not available.

Note:1. if monthly hire charge is 295,000/- , then pro rata per day shall be calculated deducting 04 weekly day of rest (cleaning m/c) in month. Hence, for 26 days = 2,95,000/- .Hence, per day charge ( i.e 8 hours) =  $295,000/26 = 11,346/-$  .

2. In case of non operation of **Truck mounted vacuum Road sweeping machine** due to non availability of operator, then also above penalty is applicable.

3. The above penalty is not applicable for the substitute rest day in place of Sunday, in case the Road sweeping machine is used on Sunday of that week as emergency requirement.

- 4.10 The rates quoted shall be inclusive of all expenses such as lubricants, maintenance, driver and cleaner salary, O.T., insurance, road tax, permit, emission testing, F.C, EPF/ESI Contribution deducted from Drivers/cleaners salary, uniforms for drivers/cleaners any other over heads and profit, excluding fuel cost . The rates quoted shall be exclusive of EPF,ESI&GST. **Fuel will be supplied by NMPA.** GST,EPF,ESI at applicable rates will be reimbursed extra subject to production of documentary evidence. The contractor shall file the applicable tax & returns within the time and submit the documentary evidence.
- 4.11 The Road sweeping machine should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. The Road sweeping machine shall be fitted with appropriate PESO approved spark arrestor. Requirement of fuel shall be informed before reporting for duty every day. The contractor shall inform the concerned controlling officer of NMPA Civil or Mechl dept for issue of necessary indent on allotted fuel outlet agencies of NMPA for required qty of fuel. The concerned controlling officer of NMPA Civil or Mechl dept will issue the indent for fuel against allotted fuel outlet agencies of NMPA. Based on the mileage fixed by Manufacturer/OEM of respective Ambulance, the consumption of fuel shall be monitored and controlled by concerned controlling officer of NMPA Civil or Mechl dept. The consumption of fuel shall be recorded and maintained in vehicle logbook (or separate register) duly signed by contractor or driver and certified by concerned controlling officer of NMPA Civil or Mechl dept. At the end of the month, the concerned controlling officer of NMPA Civil or Mechl dept initiate the process of payment against the fuel outlets by Pot for the same on submission of bill by outlets. If any misuse of fuel by contractor noted, the approximate amount shall be deducted in hired monthly bill of the contractor on approval and finance concurrence. The controlling Dept shall be confirmed by Port Authority.
- 4.12 The Tenderer shall submit original documents of **Truck mounted vacuum Road sweeping machine**, Insurance Certificate, permit in respect of the equipment within 90 days along with Operator licence from the issue of letter of acceptance or work order.
- 4.13 The concerned / controlling officers i.e. Monitoring officer/division i.e CIVIL/MECHANICAL DEPARTMENT, NMPA will arrange 100% payment within 15days from the date of submission of monthly bills along with the required documents. Also the contractor has to submit the receipt of ESI and EPF contribution paid to their staff and extract of wage payment Register for the month for which the contractor submits the bill, as documentary evidence.

The invoice with respect to supplies should contain following information:

Name of the Customer: NEW MANGALORE PORT AUTHORITY.

GSTIN of customer : 29AAALN0057A2ZG.

All other information as specified in GST act and GST tax invoice rules such as SAC code, Supplier address, supplier GSTIN,IRN number, QR code, etc.

Non compliance of above will result in rejection of invoice.

- 4.14 The invoice should be uploaded to GST website on monthly basis within the due date as specified by GST act. Input tax credit lost by port due to any error, omission or non filling of return will be recovered from any amount due to the supplier.
- 4.15 Recoveries towards Income tax plus applicable surcharge on Income Tax will be made as per Govt. orders in this respect.
- 4.16 The contractor shall *replace* such OPERATORs, cleaners who misbehave with the officers of NMPA or who report for duty under the influence of alcohol or who are not neatly dressed.
- 4.17 Then Tenderer shall make arrangement for Necessary Port Entry permanent Passes to the **Truck mounted vacuum Road sweeping machine** and OPERATOR, cleaner at his own cost.
- 4.18 The Chairman will have full powers to relax any conditions or fix any rate after award of contract to meet any contingencies or hardship for reasons to be recorded in writing.
- 4.19 In the event of continued unsatisfactory performance or non-compliance with any of the provisions of this contract, NMPA reserves the right to cancel the contract and forfeit the Security Deposit by giving 30 days notice. On forfeiture of Security Deposit and while imposing any penalty applicable GST will be collected from the contractor.
- 4.20 If any additional Truck mounted road sweeping machine is required for a period of not less than one month, the contractor shall supply such Truck mounted road sweeping machine at the same rates, terms and conditions. The manufacturing /registration date of the machine will be supplied shall not be prior to date of award of the main contract to the successful bidder. The contractor should be the registered owner for all the machines that will be supplied under this contract.
- 4.21 The **contractor** shall comply with the Central, State and Municipal laws / rules and shall **solely responsible**/ complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under and other enactments that may be applicable including **ESI, EPF, Payment of wages Act, the workmen compensation Act** or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever in force and as far as they are applicable.
- 4.22 The contractor should submit a copy of **PAN card** and the **Certificate of Registration of GST** for payment of GST if applicable and details for e-Payment. The format for furnishing Bank information for E-payment is enclosed as Annexure 7.
- 4.23 The tenderer shall be responsible for any violation of the provisions of the contract by him/her or the OPERATOR or cleaner . **Truck mounted vacuum Road sweeping machine** which are owned

either by the employees of NMPA or by his /her dependent shall not be engaged for hiring.

4.24 The Tenderer shall ensure that,

4.24.1 The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.

4.24.2 Tenderer/deployed staffs will follow all the required safety procedures while executing the job.

4.24.3 They indemnify the port for any accidents/incidents while carrying out the contract.

4.25 Consumption of alcohol by the OPERATORS and conductors of the vehicles while on duty is strictly prohibited. OPERATORS should not be allowed to operate vehicles under influence of alcohol. The contractor should remove the OPERATOR who operates a vehicle under influence of alcohol or otherwise commits any cognizable offence while on duty. The OPERATORS, Conductors shall maintain cordial relationship with departmental Officers/Officials. The contractor shall *replace* such OPERATORS who misbehave with the officers of NMPA or who report for duty under the influence of alcohol or who are not neatly dressed.

4.26 A certificate shall be submitted by the Tenderer showing that the staff deployed has been verified by the local police for irregularities if any.

**4.27 COURT SUITS:**

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the city civil courts of Mangaluru. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction.

4.28 No accommodation / transport facility will be provided by the port to the contractor staffs. However, on request, Port shall provide residential facilities to the contractor or his employees/drivers during contract period on payment basis based on the availability as per NMPA rules. The Quarters License fee/rent paid receipt copy shall be enclosed along with monthly bill, failing monthly concerned hired vehicle payment will not be initiated/released/paid. In case of non allotment of quarters, undertaking shall be enclosed in monthly bill for non allotment of quarters.

**Sd/-**  
**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).



## 5. SCOPE OF WORK

- 5.1 The contractor shall supply a fully built Vacuum type brand new Truck mounted Heavy duty road sweeping machine with operator & cleaner with necessary permits to operate the same. Fuel shall be supplied by Port free of cost and all maintenance/repair including breakdown repair, operator's/cleaners salary, insurance for equipment & operator/cleaner, RTO expenses, driver contribution for ESI, PF, and documentary expenses are scope of contractor. .
- 5.2 The work for Truck mounted road sweeping machine shall be allocated according to the Port's needs from time to time. The works are to be carried out based on the instructions given by the Controlling Officers from time to time.
- 5.3 The Truck mounted road sweeping machine shall be deployed for cleaning all roads of NMPA premises or any other nearby roads/area as instructed by the controlling officer. Collected waste materials shall be accumulated at a suitable location.

### 5.4 SPECIFICATION

- 5.4.1 The Truck Mounted Heavy Duty Vacuum Sweeping machine deployed should be brand new. Preference will be given to **Make in India products**.
- 5.4.2 The Machine should be capable of sweeping of various materials like iron ore dust, muck, spilled cargo, pebbles, stones. The machine should have a dust collector/ container of minimum **5 Cu. M. Capacity** and Water Tank capacity of minimum 500 Ltrs.
- 5.4.3 The machine should be able to sweep an overall width of minimum 3 meters in one sweep / pass and sweep PM 10 Standard dust. Sound levels of the machine should be below 80 DB.
- 5.4.4 The entire sweeping operation like lowering and raising of central and side brushes, suction nozzle, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated. The machine should have hydraulic tipping facility for dumping of the collected material. Further, it should have lowering / lifting and locking / unlocking of the rear dump discharge door. The hopper dumping shall be either front/ rear dumping and be able to dump the swept materials in designated area.
- 5.4.5 The machine deployed be designed in such a way that during the sweeping mode, the Road sweeping machine should be capable of travelling at required speed and when going for dumping / discharge of collected material it should go at normal road speed limit.
- 5.4.6 The machine should have a wandering hose of 5 m length for clearing any heaps in inaccessible areas. The brooms used must be polypropylene instead of iron as the rotating speed of brooms may damage asphalt of the BT roads.
- 5.4.7 rooms: a)Prefabricated, disposable, polypropylene / nylon with steel. b)Side Brooms: The

machine should have provision for side brooms which can sweep foot paths/ kerbs walls up to a min. width of 1 mtr. c) Central brooms: The machine should have provision for central broom Polypropylene / nylon of at least 1mtr. cylindrical width.

- 5.4.8 The vacuum suction system should incorporate a cyclonic separator along with Bag Filters filtration system with continuous cleaning during sweeping with compressed air jets, for efficient, trouble free & easy to maintain road sweeping and to ensure that the suction efficiency of the machine is not affected at any time during sweeping, due to dust load and meeting statutory PM-10 Pollution Control Norms in Blower exhaust air. All the operations of the machine including sweeping, dumping, water sprinkling, lifting /lowering of brooms, etc shall be button controlled mounted on a console inside the operator's cabin.
- 5.4.9 The machine should be self-sufficient in all aspects including cleaning of dust load, during sweeping operation, with or without spray of water. Machine must be able to handle both wet & dry type of dust, muck, spilled cargo or any other material without any trouble. The machine should have low turning radius, so as to sweep small and narrow roads.
- 5.4.10 The machine shall have a minimum hopper capacity of 5cu.mtr. The machine must have water sprinkler for controlling the dust during sweeping operations.
- 5.4.11 The machine shall have to be designed to carry road sweeping and Cleaning of Heaps less than 1(one) foot height.
- 5.4.12 The container volume of the Truck Mounted Heavy Duty Vacuum Sweeping machine shall be a minimum of 5cu.m and is of stainless steel. The dust controlling on the machine shall be carried out by water sprinkling nozzles.
- 5.4.13 The cabin shall be with clear vision. The cabin should be so modified that it should provide the best field vision to the operator of the machine and the control panel shall be within the easy reach of the operator.
- 5.4.14 The mechanical sweeping machine should be fitted with GPS with online tracking system on Google Maps.
- 5.4.15 The Truck Mounted Heavy Duty Vacuum Sweeping machine should be fitted with video/web camera for recording the quality and quantity of cleaning continuously.
- 5.4.16 The machine should work in general shifts from 8:00am to 5:00pm or 9:00am to 6:00pm (i.e., 8 hours working daily in between 01 hr break ) including holidays except Sunday i.e 01 day in a week for cleaning or in emergency other day for cleaning. The fuel tank of the machine shall give at least 8 hours endurance.
- 5.4.17 The machine to be deployed shall be a brand new one as per latest norms of RTO.
- 5.4.18 The machine deployed shall comply with all the norms of local RTO authorities from time to time. Reflective tapes- Reflective radium tape has to be affixed to the Road sweeping machine as per the provisions.
- 5.4.19 The Supervisor/Driver shall have an exclusive cell phone for effective communication

with the Officials concerned of NMPA.

- 5.4.20 The firm shall have to commence the work within 90 days from the date of LOI by deploying the brand new machine with required men. If deployment of machine is delayed beyond 90 days i.e. from 91 to 120 days, a penalty of recovering the hire charges on pro rata basis will be affected from the first running bill after deployment of the machine.
- 5.4.21 Dumping yard will be decided after deployment of Road sweeping machine which will be in and around NMPA premises.
- 5.4.22 Road sweeping machine will be allowed for maintenance/CLEANING for one day in a week without any penalty with prior permission from the Engineer-in-charge if required.
- 5.4.23 Operation also includes conveyance of collected materials, dumping and leveling, etc. including extra manual labours as and when required. The collected materials should be dumped within a distance up to 10 kms.
- 5.4.24 The Contractor will ensure that the waste materials stored in the close containers' vehicles are not dumped/emptied at any place other than the one specified by the Engineer –in- Charge.
- 5.4.25 For the purpose of counting the period of 8 hours, real time monitoring system shall be ensured through GPS. The GPS system & CCTV is to be fitted by the contractor at his own cost.
- 5.4.26 Each machine shall be provided with fire extinguisher and first aid kit along with other necessary tool-tackles and accessories.
- 5.5 All kinds of repair & maintenance, accidental repair shall be responsibility of the Contractor. The contractor shall arrange necessary parts , lubricants , batteries etc for such repair and maintenance. Cost of repairs including major overhaul and maintenance, Servicing and other expenses for the up-keep of the sweeping machine, Truck and shall be borne by the contractor.
- 5.7 The Contractor should intimate the name of the person and his telephone number who will execute instructions given by NMPA for operation of RSM. Any message/Instructions given on the telephone will be deemed to be adequate intimation to the contractor. The person should be available round the clock for receiving the instructions. Any telephonic instructions given to the contractor will be confirmed in writing if required by the respective officers.
- 5.8 The RSM(Road sweeping machine) should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. Sufficient fuel shall be kept before reporting for duty every day. Additional batteries if required shall be maintained by the contractor for trouble free round the clock operations
- 5.9 Log Book shall be maintained in the prescribed format and signature of thecontrolling official/officers should be taken for all works performed. The Xerox copy of the log book shall be submitted in duplicate along with the monthly bills to controlling officer for payment. The log book shall be

obtained from the controlling officer. The trail/check-up runs and the kilometers run/hrs run for the RSM to go to garage or to come from the garage to the reporting duty point shall not be billed.

- 5.10 The RSM should PAINTED display “New Mangalore Port Authority “ on both the sides of the RSM including the Truck. The Registration number of the RSM with Truck shall be displayed only as per the guidelines applicable/issued by the Central/State Transport Authorities from time to time. The RSM including the Truck shall be registered as per the statutory requirements by the contractor.

**Sd/-**  
**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

**PARTICULARS OF BIDDERS:**

"HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS".

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

**TENDER FORM**

To, (Note: - Bidders are required to fill up all the blank spaces in this Tender Form)  
The Chief Mechanical Engineer, New Mangalore PORT AUTHORITY, Panambur, Mangaluru – 575 010.  
India.

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”**.
2. We the undersigned, offer to execute this Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
3. 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 to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
4. 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.
5. 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.
6. We have submitted the EMD as per the instructions.
7. 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 prior to start of contract 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.
8. We agree that the payment shall be made direct to us by the New Mangalore Port Authority in Rupees.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

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

(IN BLOCK  
CAPITALS)

Address:  
Witness:

signature

**FORM OF AGREEMENT**

THIS AGREEMENT made at Mangalore\_\_\_\_\_this day of \_\_\_\_\_2023 BETWEEN M/s.\_\_\_\_\_ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major PORT 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 Contractor for “HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS” 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 specification
- e) The Price schedule and all other Annexures
- f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for “ HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”. in conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “ HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”**. 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

(Contractor)  
COMPANY SEAL

Witness: 1.  
2.

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

Witness 1.  
2.



**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

1. In consideration of the Board of New Mangalore Port incorporated by the Major PORT AUTHORITYs Act, 1963 as amended by the Major PORT AUTHORITY 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 “ HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS” vide Work Order No. \_\_\_\_\_(hereinafter called ‘the Contract’) to M/s. “Name of the Contractor” (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.- ---- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’ ) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_/-( Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, \_\_\_\_\_(Name of the Bank), do hereby undertake to pay Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_).
3. We, \_\_\_\_\_(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there underand the Contractor shall have no claim against us for making such payment.
4. We, \_\_\_\_\_(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer

of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, \_\_\_\_\_(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_).
9. This Guarantee shall valid up to \_\_\_\_\_.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/ /2023.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023

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**

\_\_\_\_\_

“HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”.

**Ref:**

\_\_\_\_\_

**The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:**

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

Place:

Name of the Applicant :

\_\_\_\_\_  
\_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_  
\_\_\_\_\_

(To be executed on non-judicial Stamp Paper of Rs.200/-)

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 vehicleiness, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “ **HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS**” Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON

\_\_\_\_\_BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_BY

(Name & designation of Attorney)

**Bank Information for E-Payment**

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

**Signature and seal of the Tenderer**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_day of the month of \_\_\_\_\_, between, on one hand, the Board of New Mangalore PORT AUTHORITY acting through Shri \_\_\_\_\_, Chief Mechanical Engineer, New Mangalore PORT AUTHORITY (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for "HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL) AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS" and the BIDDER is submitting his bid for the same and WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore PORT AUTHORITY.

NOW, THEREFORE,

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

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

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

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

**Commitments of the 'BUYER/ EMPLOYER'**

The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation,

contracting or implementation process related to the contract.

The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **Commitments of BIDDERS**

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

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not



engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

A person signing Integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

#### **4. Previous Transgression**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money Deposit (EMD)**

While submitting commercial bid, the BIDDER shall submit the EMD as applicable.

#### **6. Sanctions for Violations**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The disqualification of bidder and debarring for a period of three years duly informing MSME authorities if applicable and forfeiture of Performance Security/Performance Bond (after the contract is signed) either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of

five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

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

## **7. Independent Monitors**

The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission

Name and Address of the Monitor :

**Shri Prem Chand Pankaj, Ex-CMD, NEEPCO,**

M 402, Pioneer Park,

Sector-61, Golf Course, Extn Road,

Gurgaon. Mobile No. -9717433886

Email: prempankaj@gmail.com

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

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

#### **9. Law and Place of Jurisdiction**

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

#### **10. Other Legal Actions**

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

**11. Validity**

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

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

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

**12.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_/

\_\_\_\_/2021 BUYER/EMPLOYER

BIDDER

Name of the Officer  
OFFICER and Designation  
Witness

CHIEF EXECUTIVE

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_,

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

**DISPUTES REVIEW BOARD AGREEMENT**

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

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

- (1) .....
- (2) .....
- (3) ..... [ Note Delete whatever is not applicable]

WITNESSETH, that

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

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

The DR Board Members

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

- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
1. Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
  2. The Contractor shall
    - a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
    - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities, and secretarial and copying services.
  5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
  6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
  7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
  8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
  9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed
  10. DR Board Site visits :
    - a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
    - b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
    - c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's

Representative.

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute 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 Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing 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 Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway.

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

**DETAILS OF ONGOING CONTRACTS AT NMPA BEYOND 30.05.2023**

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

**Sign & Seal of the Contractor**

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local content in the Brand new heavy duty truck mounted Road sweeping machine (RSM) that will be supplied in case the contract is awarded (%).
<p>CME-07/2023-24 dated 01.06.2023</p> <p>“HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR &amp; CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”</p>	

**Sign & Seal of the Contractor**

**UNDERTAKING OF INDEMNIFICATION (On a Rs.100 Stamp Paper)**

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

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

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

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

We\_\_\_\_\_ (Bidders name) hereby undertake that,

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

Sign and Seal of the Bidder/ Bidders Authorized representative

Item Rate BoQ

Tender Inviting Authority : Office of the EE(M)II, Technical cell, Mechl.Engg. Dept., NMPA,  
Panambur, Mangaluru, Karnataka-575010.

Name of work: "HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING  
MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT  
AUTHORITY FOR A PERIOD OF FIVE YEARS".

Contract No: CME-07/ 2023-24 dtd: 31-05-2023

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	RATE per month for Hiring of 01 No. Brand new Truck mounted Heavy duty Vacuum Road sweeping machine per month In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in s. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1	<b>BOQ Particulars</b>						
2	<b>LOT 1</b>						
2.01	<p><b>Monthly Hire charges for Hiring of Brand new Truck Mounted Heavy Duty Vacuum road Sweeping machine including driver and cleaner charges, operation and maintenance of equipment and transportation of the dust collected to specified locations.</b></p> <p><b>Exclusive of EPF,ESI,GST &amp; fuel. Fuel supplied by Port free of cost. EPF,ESI,GST paid extra as applicable. Working Hr: 08 Hrs/ per day as per the instruction of controlling officer ( weekly one day rest for cleaning or mtc.).</b></p>	item 1	1.00	No		<b>0.00</b>	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>		

Contractor Signature:  
Stamp & Seal:

**NMPA BANK DETAILS FOR REMITTING EMD AND TENDER FEES**

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

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

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**PART- V**

**CHECK LIST**

**Tender No: CME-07/ 2023-24**

**Date: 01/06/2023**

“HIRING OF BRAND NEW TRUCK MOUNTED HEAVY DUTY VACUUM ROAD SWEEPING MACHINE (WITH OPERATOR & CLEANER EXCLUSIVE OF FUEL)AT NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF FIVE YEARS”.

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

<b>DETAILS OF DOCUMENT TO BE SUBMITTED</b>		YES	NO	
<b>TECHNICAL BID</b>	1	EMD RTGS /NEFT receipt/other mode payment evidence, Cost of Tender Doc NEFT/RTGS Receipt OR supporting document for exemption of EMD & Tender Fee as per clause 2.10		
	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 profit and loss Account statements, balance sheet and Auditor’s report for the last three years(2019-20,2020-21, 2021-22) endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate copy b) Pan card copy c) Employees State Insurance Registration certificate copy d) PF Registration Certificate copy.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure – 1 – Particulars of tenderer. b) Annexure – 2 – Tender Form. c) Annexure – 3 – Form of Agreement. d) Annexure – 4 –Format of performance security deposit bank guarantee. e) Annexure – 5 – Format of Declaration f) Annexure – 6 – Format of Power of Attorney g) Annexure – 7 - Bank information for E-payment h) Annexure – 8- Pre contract Integrity pact. i) Annexure – 9- Disputes Review board agreement j) Annexure – 10- Details of ongoing contracts at NMPA. k) Annexure-11- Verification of local content l) Annexure- 12-Undertaking of Indemnification.		
<b>PRICE BID</b>	<b>PART-III - Price Schedule (Online Mode Only)</b>			