

NEW MANGALORE PORT AUTHORITY
MARINE DEPARTMENT

TENDER No. NMPA/MARINE/SERVICE LAUNCH/2023/14
dated 09-06-2023

NIT No. NMPA/MARINE/SERVICE LAUNCH/2023/14 dated 09-06-2023



TENDER DOCUMENT
FOR
“PROVIDING SERVICE LAUNCH
FACILITY IN NEW MANGALORE
PORT ON THREE YEARS
CONTRACT”

Estimated Hire charges of Service Launch	Rs.2,950/- per hour + GST
E.M.D	Rs.12,864/-
Tender Fee	Rs.560/-

SCHEDULE OF TENDER (SOT)

N.I.T. No. NMPA/MARINE/SERVICE LAUNCH/2023/14 dated 09-06-2023	
TITLE OF WORK	“Providing Service Launch facility in New Mangalore Port on three years contract”

1	TENDER No.	NMPA/MARINE/SERVICE LAUNCH/2023/14 dated 09-06-2023	
2	MODE OF TENDER	Publication in NMPA Website Manual Tender System (Two Cover System)	
3	Estimated Hire charges of Service Launch	Rs.2,950/- per hour + GST	
4	Earnest Money Deposit	Rs.12,864/-	
5	Tender Fees	Rs.560/- (500 + 12% GST) Non-refundable.	
6	Date of NIT available to parties to download	09-06-2023	at 1200 hrs
7	Date of Closing for submission of Pre-bid queries	16-06-2023	at 1500 hrs
8	Date of closing for submission of Bid	23-06-2023	at 1500 hrs
9	Date & Time of opening of Technical Bid	23-06-2023	at 1530 hrs
10	Work Contract period	3 years from the date of commencement of work	
11	Validity of Tender	180 days from the last date of submission of bids	
12	Nodal Officer	The Dock Master , Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore. Email id: gaurav.m@nmpt.gov.in , Ph: 0824-2887765	

Note: Amendments to the tender (if any) will be issued only through website **www.newmangaloreport.gov.in**

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NEW MANGALORE PORT AUTHORITY

MARINE DEPARTMENT

N.I.T. No. NMPA/MARINE/SERVICE LAUNCH/2023/14 dated 09-06-2023
TENDER FOR “PROVIDING SERVICE LAUNCH FACILITY IN
NEW MANGALORE PORT ON THREE YEARS CONTRACT”

NOTICE INVITING TENDER

- a) The Deputy Conservator, New Mangalore Port Authority invites manual **tenders** in two cover system (Techno-Commercial Bid and **Price Bid**) are invited on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.
- b) Details of **Minimum Qualification Criteria** for the BIDDERS, time schedule and Tender fee to be submitted by the BIDDERS for participation in this tender are given below:

1.1	Estimated Hire charges per hour	Rs.2,950/- per hour + GST
1.2	Earnest Money Deposit	Rs.12,864/-
1.3	Tender Fee	Rs.560/-
1.4	Tender Submission	As per SOT (Pg-2) & Important Instructions
1.5	Work Contract Period.	3 years from the date of commencement of work.
1.6	Scope of work: Providing Service Launch facility in New Mangalore Port on three years contract.	

c)	Minimum Qualification Criteria of the BIDDER are given below:
i	<p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works DIRECTLY in Port Sector (Govt.) / Central Govt. / State Govt. / PSUs. atleast for a period of one year during last 10 (TEN) years ending on last day of month previous to the one in which tenders are invited.</p> <p>"Similar Work" means</p> <p>“The bidder should have experience in Providing Service Launch to Ships and Service Launch should have been operated, manned and maintained by the bidder”.</p> <p>The BIDDERS shall enclose the self-certified copy of supporting documents, i.e. Work Order / Agreement copies for similar works, SATISFACTORY WORK COMPLETION CERTIFICATES from client’s letter head (Not in bidder’s letter head) indicating contract period.</p> <p>Bidder should have GST registration and copy of same to be submitted.</p>

**Deputy Conservator
New Mangalore Port Authority**

INSTRUCTIONS TO BIDDERS (ITB)

- 2.1 Manual Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of **“PROVIDING SERVICE LAUNCH FACILITY IN NEW MANGALORE PORT ON THREE YEARS CONTRACT”**

Tenders must be submitted in **ONE MAIN COVER** containing two separate covers and these two covers shall be superscribed as "**COVER I, TECHNICAL BID**- Providing Service Launch facility in New Mangalore Port on three years contract" and "**COVER II, PRICE BID**- Providing Service Launch facility in New Mangalore Port on three years contract" respectively. All the covers shall be addressed to **Deputy Conservator, Marine Department, New Mangalore Port Authority, Panambur, Mangalore-575010** and sealed Properly. Names and addresses of the tenderer shall also be written on all the covers. On the main cover the name of the work shall be written.

2.2 TENDER SUBMISSION:

- a) **Technical Bid** shall contain the following:
- i. Details of **Tender Fee** and **Earnest Money Deposit** (RTGS Receipt / Bank Guarantee / Insurance Surety Bonds/ Account Payee Demand Draft/Banker's Cheque)
 - ii. **All the documents as per clause 2.16 of ITB.**
- b) **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected”.**

2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **23-06-2023**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid **“Power of Attorney”** from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.

- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid “**Power of Attorney**” as per **Annexure 6** or **firm’s Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit “**Power of Attorney**” however, firm has to submit the **Declaration** as per **Annexure-9**.

2.5 BIDDER TO INFORM HIMSELF FULLY

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.

The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India;, and other Statutory bodies, **NMPA** Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with **NMPA**.
- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and **NMPA** will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **Rs.12,864/-** in the form of **Insurance Surety Bonds** or **Account Payee Demand Draft** or **Banker’s Cheque** or **Bank Guarantee** from any of the commercial Banks or **payment online in an acceptable form** which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid.**

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

- b EMD in the form of Bank Guarantee (as per **Form -5**) of shall have a validity period of **06 months** and claim period of **03 months**.
- c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of **180 days** from the latest closing date of submission of tender, the tender shall be cancelled and EMD shall be forfeited.
- d The Earnest Money Deposit of **unsuccessful BIDDERS** shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the **successful BIDDER** shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender **Clause 19 of GCC**.
- e **In the event of forfeiting the EMD, GST as applicable shall be collected.**

2.7 ACCEPTANCE OF TENDER:

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

2.8 TENDER VALIDITY:

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

2.9 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, **NMPA** reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the PORT Websites.
- ii The Addenda/Corrigenda so issued shall form part of the tender document 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.**

2.10 ERRORS IN THE TENDER DOCUMENT:

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

2.11 LANGUAGE OF TENDER :

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the **NMPA** shall be written in the **English language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

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

2.13 CURRENCY:

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

2.14 CONTRACT WORK

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

2.15 CONTRACT PRICE

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

2.16 TECHNICAL BID

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

1	<p>Tender Fee and EMD (Earnest Money Deposit):</p> <p>a) The tender shall be accompanied by Tender Fee of Rs.560/- which is stipulated in the tender. The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</p> <p>b) The tender shall be accompanied by Earnest Money Deposit of Rs.12,864/- through RTGS / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid and rejected summarily.</p> <p>In case bidder claims exemption of Tender Fee and EMD as Micro and Small Enterprises (MSE), the bidder shall submit proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME.</p>
2	<p>Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums if any, to be submitted duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications as per Clause No.2.4 of ITB.</p>
3	<p>Power of Attorney as per Annexure 6 or Firm's Power of Attorney to be submitted.</p> <p>The Proprietorship firm need not submit "Power of Attorney" however, firm has to submit the Declaration as per Annexure 9.</p>

4	Experience on similar works as per Clause c (i) of NIT executed during the last Ten years ending on last day of month previous to the one in which tenders are invited.
a	The document (Work Order / Agreement) submitted shall clearly indicate the Contract Period .
b	Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the Contract Period .
5	GST Registration certificate. The tender not accompanied with GST Registration certificate is liable to be rejected.
6	PAN Card Copy
7	Bidder Information form (Annexure -1).
8	Minimum Qualification Criteria of BIDDERS (Annexure -2) to be typed in Bidder's Letter Head.
9	Undertaking for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums (Annexure -3)
10	Bankers Details (Annexure -4)
11	Covering letter in firm's letter head. (Annexure -5)
12	Technical Details of Service Launch (Annexure -7)
13	Information regarding Debarred (Annexure -8) Bidder shall give declaration in Annexure-8 for not having been debarred or de-listed by any government, semi-government agency or PSUs.
14	Launch Registration Certificate
15	Launch GA plan
16	1) Technical offer with counter condition shall be liable for rejection and disqualification . 2) All Annexure to be neatly typed in firm's letter head and submitted.

2.17 Pre-Bid Enquiries / Clarifications

- i. The bidder can submit the queries in writing to The Dy. Conservator, Marine Department, NMPA, well in advance through e-mail **dyconservator@nmpt.gov.in**.
- ii. The pre-bid queries will be received up to **16-06-2023** at **1500 hours**.
Pre-bid queries **will not be entertained** after the cutoff date & time.
Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in Port website. Non submission of pre-bid queries will not be a cause for disqualification of a Bidder.

2.18 TENDER OPENING AND EVALUATION

i OPENING OF TECHNICAL BID:

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

ii SCRUTINY AND EVALUATION OF THE TENDERS:

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

2.19 OPENING OF PRICE BID:

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such BIDDERS shall be opened.

2.20 RESPONSIVENESS

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

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

GENERAL CONDITIONS OF CONTRACT **INDEX**

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GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

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

- a) **"Employer"** means **Board Members** of New Mangalore Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its **Chairperson, Dy.Chairperson or Deputy Conservator** or any other officers so nominated by the Board.
- b) **"Bidder/Contractor/Operator"** means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) **"Contract"** means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) **"Contract Price"** means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the **Employer**.
- f) **"Work" or "Works"** shall mean the service launch to be provided and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The **"Site"** shall mean the area of operation of the **service launch** being the Port limits of New Mangalore Port Authority.
- h) **"Approved" or "Approval"** shall mean approval in writing.
- i) **"Month"** shall mean English Calendar Month.
- j) **"Engineer-in-charge/representative"** shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) **"SOT": Schedule of Tender**
- l) **NMPA or Port** means **New Mangalore Port Authority, Panambur.**

2 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the job within **15 days** from the date of **issue of Work Order**.

3 CONTRACT PERIOD

The Contract period is for **3 years (THREE years)** from the date of Commencement of Contract.

4 TERMINATION FOR DEFAULT / DEBARMENT

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

5 FORCE MAJEURE

- (A) In this clause “Force Majeure” means and exceptional event or circumstances,
- a) which is beyond party's (Employer or Contractor) control
 - b) which such party could not reasonably have provided against before entering into the contract
 - c) which, having arisen, such party could not reasonably have avoided or overcome
 - d) which is not substantially attributable to the other party

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

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

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

(B) Measures to be taken:

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

6 CONDUCT

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

7 WORK ORDER

The Deputy Conservator will arrange for issue of Work Order intimating the Bidder about the proposed acceptance of tender.

8 CONTRACT AGREEMENT

The successful bidder will be required to execute an Agreement at his expense on **Rs.100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form -1**) for the due and proper fulfillment of the contract within **07 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** with your Original Technical bids and submit to the employer within **15 days** after signing of Agreement by the **EMPLOYER** and **CONTRACTOR**.

If the successful bidder fails to sign the agreement within the 07 days from the date of issue of Work Order, the contract shall be cancelled and EMD / performance guarantee will be forfeited.

9 ARBITRATION

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

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

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

10 LANGUAGE

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

11 The bidder should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.

12 TAX

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

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

13 E PAYMENT

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

14 BRIBES

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

15 MANAGER / SUPERVISOR

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

16 PROTECTION OF ENVIRONMENT

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

17 SAFETY REGULATIONS

Working personnel should wear proper PPE and follow the safety regulations.

The contractor shall be responsible for the safety of all activities at the Site.

18 STAFF PASS

Port Entry Passes will be issued for the operational staff, Manager, shore staff & their vehicles. However, RFID card to be purchased from **Pass section** at contractor's cost.

19 PERFORMANCE SECURITY

19.1 Performance Security shall be **Rs.5,45,100/- + GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form. Performance Security shall be submitted prior to commencement of contract. **Bank Guarantee** as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment. **The BG with a validity of (03) three years** and claim period of **3 months** can also be submitted.

19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.

19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.

19.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.

19.5 "**Performance Security**" shall be released after satisfactory completion of **contract period of 3 Years**.

19.6 **In case of non availability of Bank Guarantee in time**, the contractor can also deposit the Performance Guarantee amount in **NMPA Bank** account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

20 The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

21 In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced within 24 hrs.

22 PAYMENTS

- a) Quoted amount by the bidder for providing service Launch shall be collected from the Master of the Ship (or) respective Shipping agent (or) any user directly and Port is no way responsible for collection of charges.
- b) There is no financial implication for the Port.
- c) The bidder shall pay applicable Port Entry Fees for entry of his vehicles/ tankers/personnel into port area.
- d) All applicable taxes on payments to the port shall be paid by the bidder.
- e) Business cannot be guaranteed by the Port.

23 PRICES

The bidder should make sure that their offer is firm and without any condition which will have any financial implication.

24 DEVIATION

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

25 ALTERATION

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

26 ALTERNATIVE/CONDITIONAL TENDER

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

27 The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (NMPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

28 ASSIGNMENT AND SUBLETTING

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

29 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization /demobilization.

30 SERVICE LAUNCH REQUIREMENTS

30.1	Overall length	19 to 22 Mtr
30.2	Moulded Breadth	5 to 7 Mtr
30.3	Depth	3 to 4 Mtr
30.4	Draft	1.3 to 1.5 Mtr
30.5	The Launch shall be not more than 15 years at the time of deployment of Launch.	
30.6	The Launch shall be made of STEEL and registered under I. V. Act or RSV Act .	
30.7	The Launch should be fitted with communication, navigation and safety equipment as per statutory requirements.	
30.8	Launch should have capable of carrying minimum 10 persons including Crew.	
30.9	Launch should have carting capacity of minimum of 5 Tons of spares/stores.	
30.10	Launch shall have sufficient deck space to meet the requirement.	
30.11	The Launch should be fitted with at least 1 No. Search Light.	
30.12	Sufficient light to be provided at the storage area and personnel transfer area and area shall be highlighted with Retro reflecting tape.	
30.13	The Bidder shall own the Launch , failing which bid liable to be rejected.	

31 SCOPE OF WORK

Deployment of Service Launch for providing services to the vessels within New Mangalore Port harbour limits (within breakwaters) on **24 x 7 basis**. Service includes Gangway duties, transportation of personnel, crew, stores, Spares etc. and attending any emergency calls. However, the business cannot be guaranteed by the Port.

Terms and conditions:

- 31.1 The Launch will comply with all lawful instructions from the Deputy Conservator of the Port or any other Officer authorized by him. The Launch shall be available for operations in case of any emergency as directed by the Deputy Conservator or his authorized representative.
- 31.2 The Launch shall keep continuous watch on VHF Ch. 12/16. In every operation, start and stop time of the service launch to be informed to the Port control for the records and shall provide the details of every movement.
- 31.3 The AIS to be kept 'ON' at all the time during the stay of the Launch in the Port except when required to be switched off for maintenance/defect rectification etc.
- 31.4 The Launch so provided should only be used for providing services to vessels and not for any other commercial purposes inside the Port area.
- 31.5 Master of the Launch is responsible for providing services to vessels and for stores onboard the Launch. No supply of spares to be undertaken to Gas Carrier vessels while cargo operation.
- 31.6 Fuel, Fresh water, manning, labour, transport etc. should be arranged by the contractor at his own cost.
- 31.7 The Service Launch should be provided sufficient fenders to avoid damage to vessels or Port property. Any damage to the Port property shall be recovered from the Contractor.
- 31.8 NMPA reserves right to cancel the License at any time without assigning any reason.
- 31.9 No unlawful activities by the Service Launch crew shall be carried out during the contract period.
- 31.10 All operational costs including wage, allowances, PF, ESI, victualing, Insurance (personal, hull & machinery, protection & indemnity) etc. will be on contractor's account.
- 31.11 Security of the Launch, its appurtenances and crew will be the contractor's responsibility.
- 31.12 The Launch can be laid up for maintenance/repairs etc. with the prior permission of the Deputy Conservator, provided service to ships is not adversely affected.

- 31.13 On the date of commencement of the contract, the Launch shall have completed all the necessary statutory surveys. The Launch shall be maintained, sea worthy and water tight at all times during the contract period.
- 31.14 Port will not guarantee the availability of a berth, but shall accommodate the Launch at any of its berths, as and when it is possible to do so.
- 31.15 The firm shall strictly comply with the rules & regulations of customs department, CISF, Immigration, Port etc.
- 31.16 The firm shall maintain a Register for the services provided to ships at New Mangalore Port with details such as (i) Name of the ship (ii) Date & Time (iii) Total duration of service provided.
- 31.17 The contractor has to obtain a License from Deputy Conservator to operate the Launch in harbour area.
- 31.18 The Master of the Launch has to be fully qualified and experienced in safe navigation in the Port limits of New Mangalore. The Master of the Launch shall submit the certificate of competency and shall comply the SOPs as directed by Deputy Conservator. If pilotage service is availed, the same will be charged as per SOR of NMPA.
- 31.19 Port is not responsible for any loss /damage/incident/accident/ pollution during the transfer of store/ spares from shore to launch or launch to shore. The contractor will be responsible for any damage to the service launch.
- 31.20 The service launch should be manned 24 x 7 basis. During the monsoon period, the launch should be secured properly with additional mooring rope at the berth.

32 LICENCE FEES

The Licence will be issued by the Port for a period of **one year** for operating Launch within harbour limits on payment of Licence fees at **Rs.1,81,700/- + applicable GST** per year. The Licence fees to be paid by the contractor/firm prior to commencement of contract to obtain the Licence and **same to be renewed every year** during the period of **3 years** contract by paying the above mentioned Licence fees. During the period of contract, all the Statutory Certificates are to be valid. Without NMPA licence service launch cannot be operated.

Note: Licence Fees in lieu of Port Dues, inward & Outward Pilotage Charges and Berth Hire Charges / year.

33 OFFICE SPACE

The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates.

34 INSURANCE

The Insurance of the vessel including the staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from **IRDA** approved Insurance company. The contractor is required to take the following policies/ coverage:

(1)	All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause . Therefore Hull & Machinery Insurance policy shall be taken by the contractor with “ITC Hull Clause” with Earthquake, War, SRCC extension.
(2)	Protection & Indemnity policy cover to be taken by the contractor which covers:
	a Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.
	b Third Party liability towards death / bodily injury as well as property damage.
	c Wreck Removal
	d Accidental Pollution Liabilities.
(3)	Standard Workmen’s compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.
(4)	CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&I Policy. However if the port provide office inside wharf area / anywhere within confines of the port, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).

During the entire contract period, the Insurance should be valid. At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.

35 CREW WAGES

The contractor shall pay the wages to the crew engaged by them.

36 JOINT INSPECTION FOR ACCEPTING THE SERVICE LAUNCH FOR SERVICE:

- A Joint Inspection will be carried out at **New Mangalore Port Authority** before the Service launch is accepted for service in the Port to assess the condition, capability and performance of the Service Launch.
- On the date of commencement of service, the Service Launch shall have completed all the necessary surveys and be in possession of all valid certificates.
- The date and time of commencement of contract will be declared by the Dy.Conservator after pursuing the report of Joint survey and verification of all the relevant certificates viz., **various documents, Registration certificate, Insurance certificate, other statutory certificates and list of crew etc.**

37 MAINTENANCE AND OPERATION:

The contractor shall maintain the **Service Launch / vehicles**, machineries, appurtenances and spare parts in a good state or repair, in efficient operating condition at all time.

38 COMPLIANCE WITH STATUTES, REGULATIONS:

The contractor shall comply with all applicable laws, statutes and regulations in respect of payment of wages, ESI, PF etc. to the personnel deployed/engaged for operation and maintenance of Service Launch.

39 CONTACTOR TO PAY ALL CHARGES

- A** Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the contractor shall provide and /or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- B** Dry-docking, repairs, docking for the contractor's purpose, and all the expenses associated therewith.
- C** Provisions, wages as per Minimum Wages Act, ESI Act if applicable.
- D** **Maintaining Deck, cabin and engine room stores.**

40 DRYDOCKING:

The vessel to be dry-docked as per statutory requirements. The entire drydock and associated works to be taken up and expenses borne by the contractor. The contractor shall provide a substitute Service Launch as per clause No. 42 of GCC during drydock period. The drydocking expenses to be borne by the contractor including all spares, Fuel, Fresh water and consumables.

41 HULL CLEANING:

Crane, cradle, equipment etc. required for lifting and placing it on cradle is to be arranged by the contractor. Immediately after completion of hull cleaning, all the waste material from the site to be cleared by the contractor, complying the environmental guidelines.

42 SUBSTITUTE SERVICE LAUNCH (During the contract period)

The contractor shall provide a substitute Service Launch of Suitable type and capacity, whenever the Service Launch is not available.

Substitute Service Launch cannot be deployed at the time of commencement of contract.

43 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

As per Work Order issued, the successful bidder shall commence the job within 15 days from the date of issue of work order. If the contractor fail to comply the date, the Penalty will be imposed @ Rs.5,000/- per day + GST or part thereof for the delayed period till 30 days (penalty period) beyond 15 days. After completion of 30 days of penalty period, the contract/s shall be liable to be cancelled and the EMD / performance guarantee will be forfeited.

44 ALCOHOLIC LIQUOR OR DRUG

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

45 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The contractor shall be solely responsible for the supply of required PPE to his workers at his own cost and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves, Boiler suits, safety shoes, rain coats by his staff at site.

46 PRICE BID EVALUATION:

The Bidder whose Price Schedule (as per Annexure - 10) is found to be the **Lowest** shall be considered for award of Contract.

47 ADDRESS

GST address will be considered for all future correspondence as per Annexure-4.

48 CANTEEN FACILITIES

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

49 CONTRACTOR TO MAKE GOOD THE LOSS IN CASE OF DAMAGE TO PORT / OTHER PROPERTIES AND POLLUTION OF PORT WATERS / WRECK REMOVAL:

The vessel must have a valid Insurance coverage at all times including Pollution and Wreck removal. The Contractor shall be liable for **any damage to Port property / pollution damage** and the cost of cleanup, which has occurred due to the contractor's and / or the contractor's personnel by willful, intentional acts or omissions or gross negligence which resulted in pollution of Port waters .

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

51 The Port Authority reserves the right to **cancel the contract** without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non satisfactory performance / deviation from tender conditions, in execution of contract as per **clause No.4 of GCC**.

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

53 FALSE INFORMATION

- a) In case any of the information furnished by the bidder is found to be wrong / false **DURING SCRUTINY**, Bid shall be disqualified & rejected.
- b) In case any of the information furnished by the bidder is found to be wrong / false **DURING CONTRACT PERIOD**, contract will be terminated and performance security will be forfeited.
- c) The bidder will be banned for **2 years** to participate in any of the future tender of **New Mangalore Port Authority**.

- 54** The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the contractor or any Sub contractor.
- 55** **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- 56** The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition)Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 57** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

Signature of the bidder with stamp

Annexure -1

Bidder Information Form

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

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

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

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

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

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

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

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

5. Bidder's Authorized Representative Information

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

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

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

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

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

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

- In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB
- PAN NUMBER
- GST Registration Numbers

(Authorised Signatory)

Company Seal:

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

Annexure -2

MINIMUM QUALIFICATION CRITERIA OF BIDDERS

1.	List of all Completed Contracts during the last TEN (10) years similar in nature ending on last day of month previous to the one in which tenders are invited as per NIT c-i:			
Sl. No.	Nature of Work	Contract Period		Name & address of clients
		From	To	
a)	Work Order for each completed work is to be enclosed.			
b)	Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract.			

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

UNDERTAKING

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“PROVIDING SERVICE LAUNCH FACILITY IN NEW MANGALORE PORT ON THREE YEARS CONTRACT”** have not been altered, in any form by us.

Signature

For and on behalf of.....

(Company Seal)

Date:

Annexure -4

Bankers Details for E Payment

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

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

Annexure -5

COVERING LETTER

No.....

Date:.....

To

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

Dear Sir,

Sub: Submission of Technical Bids

Ref: Tender No **NMPA/MARINE/SERVICE LAUNCH/2023/14** dated 09-06-2023
for "Providing Service Launch facility in New Mangalore Port on three years
contract"

Please find attached herewith the following enclosures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16

Place:

Date:

Signature:

Seal:

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

Annexure -6

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

FORMAT OF POWER OF ATTORNEY

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

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

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

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

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“PROVIDING SERVICE LAUNCH FACILITY IN NEW MANGALORE PORT ON THREE YEARS CONTRACT”**. Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

Annexure -7

TECHNICAL SPECIFICATION OF SERVICE LAUNCH

Sl. no	Description	
1	Name of the Service Launch	
2	Owner of the Service Launch	
3	Overall length (LOA)	
4	Moulded Breadth	
5	Depth	
6	Draft	
7	Year of Built	
8	Hull	
9	The Launch should be fitted with communication, navigation and safety equipments as per statutory requirements.	
10	Launch should have capable of carrying minimum 10 persons including Crew.	
11	Launch should have carting capacity of minimum of 5 Tons of spares/ stores.	
12	Launch shall have sufficient deck space to meet the requirement.	
13	The Launch should be fitted with at least 1 No. Search Light.	
14	Registration	
15	Fenders	

The specification of the Service Launch for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity as per Clause No. 30 of GCC.

COMPANY SEAL with date

SIGNATURE OF BIDDER

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

DECLARATION

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

Signature

For and on behalf of.....

(Company Seal)

Date:

DECLARATION
(Incase of Proprietorship firm)

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

Company seal with Date

Signature of Proprietor of the Company

SPECIMEN FORM OF CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made on the _____ day of _____ 20__.

BETWEEN

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

and

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

WHEREAS the PORT invited Tenders against tender *no.....* for execution of **“PROVIDING SERVICE LAUNCH FACILITY IN NEW MANGALORE PORT ON THREE YEARS CONTRACT”** viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS

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

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

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

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

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

For and on behalf of the PORT

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

in the presence of [insert identification of official witness]

For and on behalf of the Contractor

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

in the presence of [insert identification of official witness]

Form -2

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

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

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

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

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

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

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

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

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

Date day of 20

Signature

For (Name of Bank)
(Name)

INDEMNITY BOND

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

This deed of indemnity is executed byherein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of **New Mangalore Port Authority**, Panambur, Mangalore 575010, herein after referred to as 'indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herin a Tender/Contract or for supply of / Construction of on terms and conditions set out interalia in the **Work Order No.....** valued at **Rs.....**

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

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

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

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

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

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

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

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

Station:
Date :

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

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

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

UNDER TAKING

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

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

Place:
Date:

Signature:
Seal:

Form -5

Specimen Bank Guarantee Form for EMD

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

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

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

Date: _____

TENDER GUARANTEE No.: _____

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

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

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

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

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

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

“Notwithstanding anything contained herein:

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

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

[signature(s)]

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

BOQ - PRICE SCHEDULE

TENDER FOR “PROVIDING SERVICE LAUNCH TO VESSELS AT BERTHS ON CONTRACT PERIOD OF THREE YEARS”

Description	Amount (Rs.)
SERVICE LAUNCH HIRE CHARGES PER HOUR (EXCLUDING GST)	

Rupees _____ (in words)

Note:

1	The amount quoted shall be constant <u>every year</u> .
2	The amount quoted shall remain valid for a period of 180 days from the last date for submission of tender.
3	The bidder shall write his rates in both figures and words, excluding GST.
4	The bidder shall make sure that there is no overwriting. If any correction is made, the signatory to this tender document should put his full signature on the side of the correction.
5	The Bidder whose Price Bid is found to be the <u>Lowest</u> shall be considered for award of Contract.
6	Price bid evaluation will be as per Clause No.46 of GCC .

Signature of the Bidder with date
Company Seal:

NMPA BANK DETAILS FOR REMITTING TENDER FEE & EMD

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

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