



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



BIDDING DOCUMENT FOR
“Procurement of 650 Mts Non Inflatable Oil Spill
containment Boom with accessories”

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NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
NIT No: 2/5/June-05/2023-24/AMM/DYMM
(Through Gem Bidding only)

Gem Bidding is invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 from Eligible 'Class-I local Suppliers' and 'Class-II local Suppliers' only through gem bidding under **Two Cover bid system** <https://gem.gov.in> having experience in **Procurement of 650 Mts Non Inflatable Oil Spill containment Boom with accessories** according to terms and conditions given in Bidding form.

Bidding No and Name of the Work	GEM/2023/B/3571571 Dated: 18.07.2023 2/5/June-05/2023-24/AMM/DYMM Procurement of 650 Mts Non Inflatable Oil Spill containment Boom with accessories
Estimated cost	Rs. 64,03,860 including GST
Earnest Money Deposit	Rs. 1,52,000(Including GST) EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy
Availability of Bidding document for download	As per Gem Bid No GEM/2023/B/3571571 Dated 18.07.2023
Starting Date of Pre Bid meeting	
Closing Date of Pre Bid meeting	
Starting date of e-Bidding for submission of Price Bid	
Closing date of online e-Bidding for submission of Price Bid	
Date & time of opening of Technical Bid	
Date & time of opening of Financial Bid	
Supply / Work Completion Period	90 days from the date of issue of Gem Contact Order
Validity of Bidding	180 days from the closing date of online submission of e-Bidding.
Amendments to the Bidding (if any) will be issued only through web site. www.newmangaloreport.gov.in and on https://gem.gov.in/	

NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

NOTICE INVITING BIDDING

Bidding No: GEM/2023/B/3571571 Dated: 18.07.2023

Gem Bidding are invited for “Procurement of 650 Mts Non Inflatable Oil Spill containment Boom with accessories” through Gem Portal <https://gem.gov.in/> and the Bidding is available to download from **15.06.2023**

For details, Visit Website:

<https://gem.gov.in/>

<http://www.newmangaloreport.gov.in>

Deputy Materials Manager

निविदा आमंत्रित करने की सूचना

नव मंगलूर पत्तन न्यास

यांत्रिक अभियन्त्रिकि विभाग

निविदा संख्या: GEM/2023/B/3571571 Dated 18.07.2023

जेम पोर्टल https://gem.gov.in के माध्यम से गेम बिडिंग “ एक्सेसरीज के साथ 650 Mts नॉन इन्फ्लेटेबल ऑयल स्पिल कंटेनमेंट बूम की खरीद ” के लिए आमंत्रित की जाती हैं और निविदा 15.06.2023 से डाउनलोड करने के लिए उपलब्ध है।

जानकारी के लिए, वेबसाइट पर जाएं:

<https://gem.gov.in/>

<http://www.newmangaloreport.gov.in>

उप सामग्री प्रबंधक

General Information and Instruction for the bidders

A.General Information

1. **Last date and time for submission of the Bids: (As per Gem Bid)**: The bidder has to submit Gem bids i.e. Commercial Bid along with the copy of the relevant documents through Gem Bidding Portal <https://gem.gov.in>
2. **Manner of submission of the Bids**: Bids to be submitted online through the website stated above. The Bid document may be downloaded from website & submission of financial bid as per Bid time schedule. No manual bid will be accepted.
3. **Time and date for opening of Bids**: The Technical Bid will be opened in Gem Portal as detailed in Gem Bid.
4. **Gem Pre – Bid Enquiry** : Pre-Bid enquiry through Gem Portal as detailed in Gem Bid.
5. **Two-Bid system**: The Technical Bid would be opened on the time and date mentioned above, date of opening of the Commercial bid will be intimated online through Gem Portal after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the NMPA.
6. **Forwarding of Bids**: Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account with address and complete postal & E-mail address of their office.
7. **Clarification regarding contents of the Bids**: During evaluation and comparison of bids, the Buyer may ask the bidder for clarification of his bid. The request for clarification will be given in gem portal. No post-bid clarification on the initiative of the bidder will be entertained.
8. **Validity of Bids**: The Bids should remain valid till **180 Days** from the last date of submission of bid.
9. **Earnest Money Deposit:-**

The Bidder is required to pay **Rs. 1,52,000 (Including GST)** as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt, 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,

EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

- 10. SECURITY DEPOSIT:** 10 % of the total bill amount including GST would be retained towards security deposit which will be refunded without interest less deductions of any sum that may become due from the contractor, after expiry of guarantee period and on making an application thereof.

B. Role, Responsibilities and Obligations of Seller/ Buyer: Role and Responsibilities of Sellers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no

violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.

- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.

- vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

- viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2023 Page 5 of 44 PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.

- ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.
- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2023 Page 6 of 44 such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.
- xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.
- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take

necessary action against such Seller/OEM as deemed fit. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

xv. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945. Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM. The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

For Gem registration process Bidder may refer the following link

<https://aim.gov.in/pdf/GeM-query-resolution.pdf>

MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS

- a) **Financial Turnover:** The Average Annual Financial Turnover during the last 3 years OR 2019-20, 2020-2021 & 2021-2022 should be 30% of estimated cost (Rs. 64,03,860 including GST) i.e. Round Figure 20 Lakh. The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet of the Last three Years with UDIN Number must be submitted as Documentary Evidence.
- b) **Experience:** Bidder shall have experience in the field of “Supply and deployment of Non-inflatable containment boom and its accessories at sea” DIRECTLY in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt./ PSUs / reputed offshore companies in India.

The bidder should provide the following necessary documents:

1. Copies of supply order for similar contract issued by the client for Procurement of Non Inflatable Oil Spill containment Boom with its accessories deployed at sea with duly self-attested shall be submitted as documentary evidence.
 2. For the successfully completed contract, Bidder should have to submit the copies of Supply Completion Certificate or Delivery challan of the client duly self-attested shall be submitted as supporting documentary evidence.
- c) Offered Product Catalogue/Specification of the product to be submitted. Offered Product should be with ISI/CE Mark, product should be as per BIS or International Standards.
- d) **EMD :** The Bidder is required to pay Rs. 1,52,000.00 (Including GST) as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt, 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,

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- e) Particulars of Bidder as per Annexure –I.

- f) Bank Details of the Bidder for E-Payment - Annexure-II
- g) List Of Similar Works Completed- Annexure-III
- h) Financial Turnover- Annexure-IV
- i) Under Taking Letter- Annexure-V
- j) Verification of Local Content- Annexure-VI
- k) Manufacturer Authorization Form- Annexure-VII
- l) Payment Receipt Details Certified By Statutory Auditor - Annexure-VIII

NMPA Bank Details:

- 1) Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
- 2) Bank A/C No. 10205649448
- 3) IFSC Code: SBIN0002249
- 4) MICR Code: 575002011
- 5) GST No:29AAALN0057A2ZG

Contact Persons of NMPA: Mr. Harender Kumar, Assistant Materials Manager, Phone 0824-2887721/726, E- mail: harender.kumar@nmpt.gov.in , vinayaraj.cg@nmpa.gov.in

Note:

- 1) **The Bid Document is also available in and NMPA's Web Site, www.newmangaloreport@gov.in , <https://gem.gov.in> intending bidders may download the same for submitting their Bidding. Further any amendment or clarifications shall be uploaded only on websites.**

STANDARD CONDITIONS OF RFP

The proposed 650 Mts Non Inflatable Oil Spill containment Boom shall be attached with the existing 350 Mts Non Inflatable Oil Spill containment Boom held with NMPA to comply the NOS-DCP Requirements.

1. **INVOICE:** At the time of delivery of 650mts non inflatable boom with accessories, the successful bidder shall submit the 02 No. of tax invoice to NMPA as follows;
 - a. The Invoice for 350mts non inflatable boom with accessories which is debitable to capital expenditure (CAPEX) for the year 2023-2024.
 - b. The Invoice for 300mts non inflatable boom with accessories which is initially debitable to Insurance claim receivable account of NMPA and same will be claimed through Port's Comprehensive Insurance Policy.
2. Technical specification of the 650Mtr Non inflatable Oil Spill Containment Boom with accessories deployed at sea as per PART V "Annexure- I"
3. **BASIC REQUIREMENT OF OIL CONTAINMENT BOOM**
 - a) The Non inflatable oil Containment boom shall meet all the requirements of NOS-DCP guidelines and standards specified in ASTM F1523-94(2018) or latest edition.
 - b) Boom shall be made of flame retardant material.
 - c) The boom is to be light weight and resistant to abrasion. The material should be Polyurethane (PU) coated polyester material.
 - d) The colour of the boom should be International Orange with distinct florescent marking to provide high visibility.
 - e) The boom shall properly curtain in the water for combating the oil and shall not be sinking at intermediate and also at the point of anchored position.
 - f) The boom shall be so designed that it floats vertically without twisting.
 - g) A strong point to be provided at each section of the 25 mtrs boom to hold the anchor so that the boom is able to deploy as per the required length.
 - h) The required oil boom shall be compatible with the all types of oil/chemical so that in case of oil pollution incidents at sea, boom does not get damaged.
 - i) All required certificates for the oil boom and its accessories, the cost shall be borne by the successful bidder.
 - j) The successful bidder shall provide the original test certificate mentioning Make, Brand name, country of origin, name & seal of the Govt. approved laboratory with the license number.
 - k) The Non inflatable oil containment boom shall be light -weight so that easy to use and store.

- l) The boom shall simultaneously easy to deploy and should not twist during the deployment or in inclement weather due to relative stiffness of the fabric and the weight of the ballast.
- m) The successful bidder shall submit the compliance certificate stating that the product meets all the statutory quality requirements and is manufactured as per tender specifications as well as purchase order requirements and conditions.

4. TEST CERTIFICATE: The stage wise certified to be submitted by the bidder as per Annexure-II is enclosed.

5. Details of Stage wise Inspection to be carried out by third party with respect to scope of work with reference to Quality Assurance Plan (QAP).

Once the work order issued to successful bidder, the bidder has to manufacture the boom as per the specification attached Annexure-I and stage wise Inspection & Certification are to be carried out as given below:

1st Stage: (Before Manufacturing)

- a) Provide details of original Manufacturer name & address and Manufacturer Test report of PU fabric with batch number.
- b) Same batch number sample Polyurethane (PU) coated polyester fabric to be tested at Govt. NABL laboratory. Following Test Parameter like elongation, tongue tear, warp tensile strength (N/mm) and Boom Fabric Tensile strength as per ASTM D-751-2006(2011) or latest edition shall be carried out and test to be witnessed by IACS Class Surveyor.
- c) Same batch number sample Polyurethane (PU) coated polyester fabric to be tested as per NFPA- 701, ISO- 3795 or other flame redundant test procedure internationally followed. Test to be witnessed by IACS Class Surveyor.
- d) Fabric shall be compatible with all POL cargo and chemical cargo.
- e) Boom fabric shall be chemical retarded as ASTM D-1308 & ASTM D- 6943.
- f) Fabric boom shall be carried out by Standard Test Method for Deterioration of textiles by Exposure to Light, Moisture, and Heat as ASTM D- 4355.

All test above are to be witnessed & certified by the any member of International Association of Classification Societies (IACS) Class Surveyor.

- g) Drawings of general arrangement (GA) and Design Compliance Report to be submitted duly as per specification given in Annexure -I.
- h) Model Quality Assurance Plan (QAP) is attached in Annexure-III for the compliance and shall certified by International Association of Classification Societies (IACS) Class

Surveyor after completing all stages.

2nd Stage: (after completion of Stage I)

- a) Compliance report for minimum Buoyancy ratio as per ASTM F-1523-94 (2018)
- b) Boom engineering design shall comply with the standard design so that boom materials and the joints formed in the boom etc. does not give away while handling the boom on deployment or while deployed at the weathering rough sea conditions.
- c) Closed cell Polyethylene foam manufacturer certificate to be provided. The polyethylene foam is encapsulated in the heavy duty high tensile strength fabric to ensure there is no water impregnation and robustness of the boom. Tested to be carried out as per the ASTM D-3574(19).
- d) The Buoyancy material as per the ASTM D 2842 and shall be carried out as per standard Test Method for Water Absorption and has to be it shall certified by the IACS Class Surveyor.
- e) Dimensional check of Non inflatable oil boom (free board, draft, total Height, section length) shall be verified by IACS Class Surveyor.
- f) Boom Flotation as per standard guide for determining the Buoyancy to weight ratio of oil spill containment Boom and as per ASTM F-2682-07 (2012) standard. Same shall be Witnessed and Certified by the class surveyor.

4th Stage:

- a) Compliance Report of the manufacturer for deployment of the boom in open sea conditions, the optimal performance of boom can be expected up to sea state 5.
- b) At final stage, Performance Test of the non-inflatable oil containment Boom with accessories shall be witnessed and certified by the IACS Class Surveyor.

5th Stage: (At the time of Delivery)

- a) The Guarantee Certificate, free dispatch inspection certificate, original manufacture quality certificate shall submitted before delivery.
- c) The successful bidder has to submit Quality Assurance Plan of the boom before manufacturing. The Quality Assurance Plan shall be certified by the IACS Class Surveyor and shall be provided at time of delivery.

The successful bidder shall carry out the above stage wise Inspection & Certification, failing which Port is not responsible for any financial loss of the successful bidder. The item will not be accepted without carrying out above stage wise Inspection & Certification.

6. Operating Condition:

The boom should withstand the following Operating conditions

- a. Wave height : Maximum 3mtrs
- b. Wind : 25 knots
- c. Tidal range : 1.6 m (max)
- d. Current velocity : 2.5 to 3 knots
- e. Nature of harbour: Land- sand slit
- f. Sea temperature : 250C to 350 C

7. DRAWINGS AND MANUALS:

Drawings, Manuals and manufacturers catalogue of Boom and its Accessories to be provided by the Contractor at the time of delivery. Maintenance Manual, Spare Parts Catalogue, Working procedure drawing of the equipment, showing all the parts of equipment, each shall supplied in four sets at the time of delivery.

8. DEMONSTRATION and TRIAL

After the installation and commissioning of the oil boom shall undergo field trials in the presence of NMPA officer at the site at cost of successful bidder.

The demonstration and trail of the non-inflatable boom with its accessories at the NMPA site shall be carried out at the cost and risk of the successful bidder.

Boat will be arranged by the NMPA at FREE OF COST for demonstration and trial of the non-inflatable boom with its accessories. The contractor has to arrange crane / any lifting tools at his own cost.

9. Bidder must offer as per product specification (Annexure-I) , Certifications (Annexure-II) quality assurance plan (Annexure-III)

10.GUARANTEE PERIOD: Guarantee period is 02 year on handing over equipment/Items after satisfactory completion of all trials. During the Guarantee period, contractor shall be responsible for any defects that may develop under proper use, arising from faulty material workmanship in the work/supply, but otherwise and shall at his own cost rectify such defects, when called upon to do by the competent authority. Provision for replacement of segment or full length of oil boom shall be made along with IACS certification, if found defective or poor quality.

11.PAYMENT TERMS & SECURITY DEPOSIT: Please note that neither any type of advance/partial payment will be made nor document through Bank will be accepted. Only

90% Payment will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the user department along with all relevant documents- Guarantee/ Warranty Certificates/ Invoices etc. Balance 10 % of the total Tax Invoice Value will be retained as SECURITY DEPOSIT and will be released without interest after completion of Guarantee/ Warrantee Period. Alternatively 100% Payment will be made against submission of Bank Guarantee for equivalent value towards security deposit from any Nationalized Bank and en- cashable at Panambur Mangalore. The BG should be valid for a minimum period of 24 months from the date of Supply of Items, with claim period of 3 months thereafter.

- a) The bill of cost in duplicate may be sent to the undersigned for arranging the payment and full payment will be made within 20 days on submitting the bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Regn No. etc.
- c) Any claim for on account of delayed payments will not be entertained by the NMPA 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.
- d) Payment will be made only in INDIAN RUPEES.

12.SECURITY DEPOSIT: 10 % of the total bill amount including GST would be retained towards security deposit which will be refunded without interest less deductions of any sum that may become due from the contractor, after expiry of guarantee period and on making an application thereof.

13.COMPLETION PERIOD: The time allotted to deliver the items followed by commissioning/trials is 90 days from the date of issue of Supply Order, failing which Penalty applicable as per Clause 5 of Terms and Conditions.

14. If the supplied item is same as demo item and if it fulfils all the specifications/ criteria which are shown at the time of demo before opening of price bid, then 90% of payment will be released within 20 days from receipt of item and commissioning of same.

15. INSURANCE: The transit insurance for the supply item shall be arranged by the Contractor. The goods are to be dispatched at Berth No. 13, New Mangalore Port Authority, Panambur Mangalore at the risk of successful Tenderer.

The insurance for the staff and their vehicle shall be arranged by the Contractor. The Contractor shall take the insurance policy covering all type of risks of all employees engaged by them. In other words, NMPA will not be liable for any accident damage or

compensation payable to any workman in the employment of the contractor.

- 16. JOINT INSPECTION AT NEW MANGALORE PORT:** A Joint inspection will be carried out for verification of all the relevant certificates, Drawings, Manuals, Spares, Accessories etc. at New Mangalore Port Authority during Demonstration and Trial of oil boom and its accessories at sea.
- 17. DEVEATION:** The bidder shall not offer any counter condition. The tenders containing counter conditions shall be rejected.
- 18.** The materials to be supplied from the latest manufactured batch, against Purchase Order within 90 days from the date of issue of Purchase Orders. The Supplier should replace the consignment if item is not as per technical specification of BOQ as mentioned in Part VI.
- 19.** The materials shall be securely packed and dispatched to Berth No 13, New Mangalore Port Authority, Panambur, Mangalore 10, duly covering the transit insurance. Any damage to the items during transportation shall be to suppliers account. If the supplied items are rejected due to any error/ defects in the technical specification/Make/Quality/Size/Weight, supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately without any delay.
- 20.** The Port Authority reserves the right to reject any of the tender without assigning any reason there of and does not bind to accept lowest quotation.

21. BANNING /DEBARRING:

In the following cases, firms or individuals shall be banned / debarred including declaring them ineligible, either indefinitely or for a stated period of time, to participate in the tenders to be floated:

- a) In the event of withdrawal from the bidding process after submission of offers.
- b) In the event of not honoring the letter of intent and the PO/Work order.
- c) Fail to supply the ordered materials/execute the work in the prescribed period.
- d) If any of the bidder(s) is found presenting misleading/ false information/ documents in the tender forms, statements, bills and invoices etc.
- e) If a firm submits fraudulent, un- encashable Financial Instruments stipulated under the Tender and Contractual conditions.
- f) If a firm violates the Code of Ethics mentioned above and directly or through an agent, engages in corrupt, fraudulent, collusive or coercive practices in procurement or execution of Contract.
- g) If makes fraudulent attempts to pass off or mis-declare inferior goods or short quantities.
- h) If violation of Fall Clause by Rate Contract holding Firms.
- i) If attempts to influence NMPA's decisions on scrutiny, comparison, valuation and award

of Tender.

- j) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Govt. of India. (Normally such banning/blacklisting would be initiated by the Central Govt. / Ministry).

Names of Banned/ Debarred firms will be widely shared and put on the Website, to prevent inadvertent business dealings by any unit of Port. An order for banning/debarring passed for 2 years shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning/debarring passed on account of doubtful loyalty to the country or national security consideration shall continue to remain in force until it is specifically revoked.

22.DISPUTES

- a. Any disputes relating to the Bid and supply order shall be settle by amicable settlement between Contractor and Employer failing which matter will be refer to CME, NMPA whose decision shall be final and binding on both parties.
- b. The agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

23.LAW: The Work order shall be considered and made in accordance with the laws of the Republic of India. The Work order shall be governed by and interpreted in accordance with the laws of the Republic of India.

24.PENALTY (LD CLAUSE): The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part thereof, subject to a maximum of 10% of the total tax invoice value of the item. In the event of forfeiting the LD / SD GST is applicable & while imposing penalty GST shall be collected.

25.TAXES AND DUTIES:

- a) Income Tax (TDS) as at such rates applicable from time to time will be deducted at source from bills and a certificate to this effect will be incurred. The deduction of TDS can however is waived if exemption Certificate is produce from Income Tax Authorities. Deduction of Income Tax at reduced rates can be considered subject to production of valid certificate for the period from Income Tax. TDS as 2% as on supply order will be deducted towards TDS on GST if the order value exceeds Rs.2,50,000/-.
- b) On the bids quoting GST, the rate and the nature of tax applicable at the time of supply should be shown separately. Taxes will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

- 26. EFFECTIVE DATE OF THE CONTRACT ORDER:** Normally the contract shall come into effect on the date of its acknowledgment by the NMPA (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract Order.
- 27. Dispute Resolution:** All disputes or differences arising out of or in connection with the Work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Work order or relating to construction or performance, which cannot be settled amicably, shall be referred to the Chairman NMPA, whose decision shall be final and binding on either parties. The Agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.
- 28. DISPUTE RESOLUTION BOARD:** Either party aggrieved by the decision of the Chairman NMPA may refer the dispute before Dispute resolution Board. Dispute resolution Board shall consist of a presiding officer as mutually agreed by both the parties failing which will be nominated by Chairman NMPA. The said board may resolve the dispute as per procedure evolved by it. However subject to compliance of principle of natural justice. Advocates are not allowed to participate in the proceedings before the board and both parties shall be represented by their full time Officer. The decision/order passed by the board shall be final and binding on both parties. The cost of proceedings will be borne by both parties.
- 29. PENALTY FOR USE OF UNDUE INFLUENCE:** The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NMPA or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Work order or any other Work order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Work order or any other Work order with the Government of India. Any breach of the aforesaid undertaking by the NMPA or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the NMPA or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPA to cancel the Work order and all or any other Supply Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPA or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPA or to any other person in a position to influence any Officer /employee of the NMPA for showing any favor in relation to this or any other Supply Order shall render the Bidder to such liability/ penalty as NMPA may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPA.

- 30. ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of NMPA that the bidder has

engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the bidder, on a specific request of NMPA, shall provide necessary information/ inspection of the relevant financial documents/information.

31. GST as applicable would be paid extra. Income Tax on supply, commissioning, testing, certification and trails charges would be deducted as applicable is being deducted from the bill.
32. All damages to the Port properties during repairs will be at Contractors account.
33. The required tools and plant, labour, materials etc. should be arranged by you.
34. The firm has to submit BANKER DETAILS along with Bid.
35. 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/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.
36. **PERSONAL PROTECTIVE EQUIPMENTS:** The contractor 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.
37. 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.
38. **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 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.
39. The Contractor 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 (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 if 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

40.The successful bidder has to submit an Undertaking as per prescribed format prior to commencement of work.

- a) Hot work: Hot work if any to be carried out with prior approval/hot work permit from PORT FIRE SERVICE.
- b) Protection of Environment: All measures and aspects to be adopted to protect the environment.
- c) Safety Regulations: Working personnel should wear proper PPE and follow the port safety regulations.

41. PASS FOR PORT ENTRY: Free Port Entry Passes will be issued for the personnel & vehicle of the firm. However, RFID card to be purchased from Pass section at bidder's cost. The cost of each card is Rs.150/- appx

42.The bidder should also note that they should employ the staff of Indian Nationals only.

43.The Bidder or his staff shall not indulge in smuggling or illegal activities or otherwise dispose of to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

44.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.

45. 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 or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale or disposal by his agent or employees.

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

47.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.

48.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.

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

50.FALSE INFORMATION: In case any of the information furnished by the bidder is found to be wrong / false during scrutiny, Bid shall be disqualified & rejected. In case any of the documents furnished by the bidder is found to be wrong / false during scrutiny, Bid shall be disqualified & rejected and performance security will be forfeited. The bidders shall also be debarred from participating in future bids for a period of **2 years**.

51.PRODUCT CERTIFICATION: Certified by an IACS Members, ABS, BV,CCS,CRS, DNV GL, IRS, KR, LR, PRS, RNA, RS CLASS NK etc.

52.CERTIFICATE: All relevant certificates shall be genuine and approved by the class surveyor. Fabric tensile strength and its fittings shall be tested and certified in authorised testing lab approved by the class surveyor. Original certificates to be submitted.

53. THIRD PARTY INSPECTION:

Goods and Services shall be subjected to stage wise as per the quality assurance plan with the required certificate to be submitted & final inspection carried out by any of the International Association Classification Society (IACS). Approved Third Party Inspection (TPI) agency IACS, and TPI charges are included in quoted prices, and no additional charges shall be paid by Buyers. It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by NMPA for any delay/lapse in this regard. Quoted prices are:

- i. Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.
- ii. All built in import content (if applicable) shall also be subjected to inspection by any of IACS approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Buyer.
- iii. The test certificate shall be obtained by the Govt. approved laboratory listed in NABL.

The specifications of the item to be supplied have been finalized as per Tender requirements and pre-bid clarifications provided to the Bidders. Therefore supply of the item must meet the

required standards, such as type, material, durability etc. Quality of the item supplied will be inspected by third party authorities (IACS).

54.Port is not liable for poor performance of the bidder, after placing the work order.

55.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 not more than 10 days from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

56. Pre-bid queries: Pre-bid queries shall be uploaded online through GEM portal as detailed in the bid. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on Gem Portal.

57.SCRUTINY AND EVALUATION OF THE TENDER

- a) Prior to the detailed evaluation of bid, the employer will determine whether each bid meets the eligibility criteria defined in the Bid, accompanied by EMD & Tender fee and is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.
- b) Conditional offer or alternative offers will not be considered and shall not be evaluated further in the process of tender evaluation.
- c) 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.
- 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) 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 other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email. 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.

- f) 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.

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

59.MOBILIZATION & DEMOBILIZATION, CRANE OR ANY LIFTING TOOLS: The contractor shall bear all expenses for mobilization /de-mobilization and Crane or any Lifting Tools.

60.PARTICIPATION IN BIDDING : As per CVC guideline participation of consultant in tender- guideline regarding the firm hired to provide consulting services for the preparation or implementation of project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same assignment, which by its nature, may be in conflict with another assignment of the consultants- in this regard M/s Viraj Clean Sea Enterprises Pvt Ltd. Mumbai was consultant for oil spill Risk assessment of NMPA, cannot be participate in this bidding.

61.Bidder must furnish documents as per attached formats.

EVALUATION CRITERIA & PRICE BID ISSUES

1. **EVALUATION CRITERIA** - The broad guidelines for evaluation of Bid will be as follows:

Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Bid MQC.

A. TECHNO COMMERCIAL BID (COVER 1):

Technical bid will be opened electronically on specified date and time as given in the Gem Bid. Disclosure of price in the technical bid leads outright rejection and not be considered for further evaluation.

B. PRICE BID (COVER 2):

Price bid will be opened in Gem Portal of only those bidder(s) whose Part I Techno-commercial Bid is found to be technically acceptable by NMPA. Price Bid will be evaluated item wise of the BOQ.

2. **BID RESERVED FOR MAKE IN INDIA PRODUCTS:** Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

TECHNICAL SPECIFICATION & BILL OF QUANTITY (BOQ)

Bidding No. 2/5/June-05/2023-24/AMM/DYMM

Date: 15.06.2023

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ANNEXURE-I

TECHNICAL SPECIFICATION OF THE NON INFLATABLE OIL CONTAINMENT BOOM:

Sl.No.	TECHNICAL PARAMETERS	TECHNICAL SPECIFICATION
1	Boom length	650 meters
2	Overall height	600mm
3	Freeboard	200mm
4	Draft (skirt)	400mm
5	Boom material (fabric)	Polyurethane (PU) coated polyester as per ASTM D-751-2006
6	Boom type and floatation	Cylindrical water repellent closed cell polyethylene foam
7	Segment/ section length	25 Metres
8	Floatation chambers	All floats encapsulated in individual chambers
9	Ballast chain	Galvanized steel chain size 10 mm
10	End connection	ASTM F-962 quick slide connectors
11	Mode of connection of section connectors	Toggle pins and bolts
12	Maximum towing speed straight line mode	8 knots
13	Maximum towing speed sweep mode	2 knots
14	Tensile strength	310 N/mm
15	Fasteners	SS 316 Fasteners
16	Colour of boom	International orange

The boom and its accessories should be as the ASTM standards and NOSDCP guidelines.

**TECHNICAL SPECIFICATION OF THE ACCESSORIES OF NON
INFLATABLE OIL CONTAINMENT BOOM:**

S.No	ACCESSORIES	DESCRIPTION	Quantity
1	Spare kit	Spare kit comprising of 2 m ² poly urethane fabric, tool set, repair glue and fasteners.	1+1
2	Anchor set	Comprising of 15 kg certified danforth anchor by IACS Class Surveyor along with polypropylene rope (18mm diameter of minimum 25 mtrs long) and chain and indicating floats.	10+10
3	Towing bridle	Comprising of heavy duty sling/stainless steel wire rope with shackle fittings for securing one end to connector and securing other end to tow post or for easy holding by operator with a indicating ball float. Towing bridle shall take load to tow the boom at minimum 8knots. The load test should be carried out witnessed and certified by the IACS Class Surveyor class surveyor	2+2.

ANNEXURE-II

The Test and certificates to be required

Sl no	Description	Applicable Standard	Test method	Material	Certificates
1	Boom fabric	ASTM F1093-99	Standard Test Methods for Tensile Strength Characteristics of Oil Spill Response Boom	PU coated Polyester	Govt. approved NABL certificate witnessed by the IASC Class Surveyor
		ISO3795 NFPA701	Horizontal flammability Test		Flame retardant certificate.
		ASTMD751-06(2011)	Standard Test Methods for Coated Fabric		Govt. approved NABL certificate witnessed by the IASC Class Surveyor
		ASTM D4355	Standard Test Method for Deterioration of textiles by Exposure to Light, Moisture, and Heat.		Certificate witnessed by the IASC Class Surveyor.
		D4632	Grab test		
		ASTM D1308 &ASTM D6943	Testing of Industrial Protective Coatings		
2	Solid foam	ASTM D3574	Standard Test Methods for Flexible Cellular Materials Slab, Bonded, and Molded Urethane Foams	Closed cell Polyethylene foam	Original manufacturer Certificate
3	Ballast Chain (10mm)	IS2629 IS 6745 IS 4759	ASTM A413 ASTM 123 ASTM A 90	Galvanized	Galvanizing Test Certificate certified by the Class Surveyor
4	Fasteners			SS 316	Marine grade stainless

5	End Connection	ASTM F-962	Standard Specification for Oil Spill Response Boom Connection: Z-Connector	Manufacture Certificate
6	Towing Bridles		Load test of minimum 3Ton	Certified by the IACS Class Surveyor
7	Boom Flotation	ASTM F2682-07 (2012)	Standard guide for determining the buoyancy to weight ratio of oil spill containment boom	Witness and Certified by the IACS Class Surveyor
8	Buoyancy material	ASTM D2842	Standard Test Method for Water Absorption	Certified by the Class Surveyor and required Manufacture Certificate.
9	Anchor strong point		Load test certificate of anchor strong point at the boom any member of IACS Class Surveyor	Load Certificate Witnessed and Certified by IACS Class Surveyor
10	Performance test		Finally tested and to be deploy in water for flotation, towing.	Witness and Certified by the IACS Class Surveyor

	4	BALLAST CHAIN	GALVANIZED CHAIN MINIMUM 100 MICRON GALVANIZATION IS -2629, ASTM 123, ASTM A-433 IS -2633 IS- 6745, IS 4759, ASTM A-90, CHEMICAL COMPOSITION Marine grade SS 316	SAMPLING	TENSILE STRENGTH FABRIC TO ENSURE THERE IS NO WATER IMPREGNATION AND ROBUSTNESS OF THE BOOM	CHEMICAL ANALYSIS CERTIFICATE CONFORMING TO PARAMETERS	TO BE SUBMITTED, IACS MEMBER CERTIFIED	TENDER DOCUMENT	P	W&V	R/W
	5	FASTENERS S.S. NUTS AND BOLTS S.S. 304-S.S. 316 L	CHEMICAL COMPOSITION Marine grade SS 316	SAMPLING	CHEMICAL ANALYSIS CERTIFICATE CONFORMING TO S.S. 316 L	ALL THE ACCESSORIES OF THE TOWING BRIDLES SHALL BE CERTIFIED AS PER THE STANDARD	IACS MEMBER CERTIFIED	TENDER DOCUMENT	P	R	R
	6	TOWING BRIDLES	LOAD TEST WITNESSED BY ANY MEMBER IACS for minimum 2 Tons.	TO BE TESTED FOR TOWING THE BOOM BY THE SPEED OF 8KNOTS	WHEN THE ROOM IS ANCHORED THE CURTAIN PROPERLY CURTAIN IN THE WATER FOR COMBATING THE OIL AND SHALL NOT BE SINKING AT INTERMEDIATE AND ALSO AT THE POINT OF ANCHORED POSITION.	CHEMICAL ANALYSIS CERTIFICATE CONFORMING TO MARINE GRADE ALUMINIUM	IACS MEMBER CERTIFIED	TENDER DOCUMENT	P	W&V	R
	7	ANCHOR STRONG POINT	LOAD TEST CERTIFICATE OF ANCHOR STRONG POINT AT THE BOOM ANY MEMBER OF IACS	TO ENSURE THAT A STRONG POINT TO BE PROVIDED AT EACH SECTION OF THE 25 METRS ROOM TO HOLD THE ANCHOR SO THAT THE ROOM IS ABLE TO DEPLOY AS PER THE REQUIRED LENGTH			IACS MEMBER CERTIFIED	TENDER DOCUMENT	P	W&V	R
	8	END CONNECTORS A.S.T.M. F-962	a) MARINE GRADE ALUMINIUM COMPOSITION b) CONNECTOR PROFILE	SAMPLING			Manufacturer certificate	TENDER DOCUMENT	P	R	R
	9	BUOYANCY TO WEIGHT RATIO	ASTM F-2682-07(2012) 3:1	SAMPLING	PROFILE SHOULD BE SIMILAR TO ASTM F-962 STANDARD		Manufacturer certificate	TENDER DOCUMENT	P	R	R
	10	PERFORMANCE OF THE OIL BOOM	a. FLOTATION AND PROPER CURTAINING OF THE BOOM for combating the SPILL OIL b. SHALL SUSTAIN SEA	A TRAIL HAS TO BE CARRIED OUT OF THE ROOM IN THE WITNESS OF THE IACS	VENDOR TO SUBMIT THE COMPLIANCE REPORT DOCUMENTATION		IACS MEMBER CERTIFIED	TENDER DOCUMENT	P	W&V	R/W

MODEL QUALITY ASSURANCE PLAN

- INSPECTION TO BE CONDUCTED FROM IACS MEMBERS, WITH SUPERVISOR NAME AND DESIGNATION CLEARLY MENTIONED. ALL TESTS TO BE CONDUCTED FROM GOVERNMENT APPROVED NAAL LABORATORIES.

PURCHASE ORDER

Sl. No.	COMPONENT	PARAMETER	QUANTITATIVE/TYPE OF CHECK	ACCEPTANCE CRITERIA	DOCUMENTATION	REFERENCE DOCUMENT	EVALUATION		
							VE	TPA	MPRA
1	OIL CONTAINMENT ROOM FABRIC	a) TENSILE STRENGTH 3100/3000 AS PER ASTM 252-06 (2011), ASTM E 1075-09 ASTM D 4642 ASTM D 1208 ASTM D 6943	SAMPLE TO BE CUT OUT RANDOMLY FROM INVENTORY OF MANUFACTURER WHICH SHOULD BE SUFFICIENT FOR THE ORDER QUANTITY. STAMPED BY IACS MEMBER AND SENT TO GOVERNMENT APPROVED LABORATORY FOR TENSILE STRENGTH TESTING AS PER ASTM D751. SUPERVISOR TO WITNESS THE TEST	AS PER THE PURCHASE ORDER	IACS INSPECTION REPORT- Govt approved NAAL LAB CERTIFICATE CERTIFIED BY IACS WITH WITNESS CONFIRMATION	TENDER DOCUMENT	P	W & V	R
		b) COATING: POLYURETHANE ASTM D 6855,ASTM	THE STAPES AND SIGN POLYURETHANE FABRIC MANUFACTURE TEST CERTIFICATE AND NAAL LAB TEST CERTIFICATE. COATINGING OF FABRIC TO BE WITNESSED BY SUPERVISOR OR IACS MEMBER.	AS PER THE PURCHASE ORDER	LAB REPORT	TENDER DOCUMENT	P	W & V	R
		c) Fire/Flame retardant ISO 1795 NFPA701	Horizontal flameability Test	AS PER THE PURCHASE ORDER	LAB REPORT	TENDER DOCUMENT	P	W & V	R
2	FLOATATION	A. STABLE FIBRECORD = 2000 IN MM B. STABLE DRIFT = 400 IN MM ACTIVE PARTICLES (SILICA) AFTER 15 MIN	RANDOM 25 METERS SECTION LENGTH TO BE SELECTED AFTER PRODUCTION COMPLETION AND CHARACTERISTICS TO BE WITNESSED BY SUPERVISOR	FLOATATION AND STABILITY AS PER SPECIFICATIONS	IACS INSPECTION REPORT-RELEASE NOTE CONFIRMING THE WITNESS	TENDER DOCUMENT	P	W & V	R
3	CYANDRICAL FOAM	MATERIAL SPECIFICATION ASTM D 5738	THE CYANDRICAL FOAM MATERIAL TO BE VIBRATED BY IACS	THE POLYURETHANE FOAM IS ENCAPSULATED IN THE HEAVY DUTY HIGH	ORIGINAL MANUFACTURER CERTIFICATE HAS	TENDER DOCUMENT	P	R	R

BOQ

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

SL No	Description	Qty	Price Inclusive of All
1	650 Mts Non Inflatable Oil Spill containment Boom with accessories	650	

Note:

- 1) Offered Price is including GST

Signature of the Bidder

DY. MATERIALS MANAGER
Official Seal.

N.M.P.T. Panambur.

PARTICULARS OF BIDDER:

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

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

Signature & seal of the Bidder

Bank Information for E-Payment

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

Signature and seal of the Bidder

LIST OF SIMILAR WORKS COMPLETED

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

Sl. No.	Client with Address	Description of Work	Value of Contract (Rs.)	Period of Contract as stated in Bidding	Date of Commencement of work	Actual completion time	Remarks

Note:

1. Bidder is specifically requested to furnish all the details about the last assignment done with the Client.
2. Completion date should be mentioned in the completion certificate given by the client.
3. Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

Seal & Sign of the Bidder.

FINANCIAL TURNOVER

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

The Bidder shall furnish in the format given below details of its financial Turnover during the last three years. The statement shall be duly certified by a Chartered Accountant.

Financial Year	2019-20	2020-21	2021-22
Turnover in Rs. In Lakhs			

Note:

1. Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

Seal & Sign of the Bidder.

(Should be in Company Letter head)

Under Taking Letter

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

We _____ confirm you the following

- a) 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.
- b) We have not been black listed for the supply of material by any Public Sector Unit/ Govt. Department/ Port.
- c) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organization or by any other reputed department. The firm shall provide undertaking to this effect.
- d) We are not having any track record of contract termination of the previous assignments from Government Departments / Government Offices / PSUs / Autonomous Institutions / Pvt. Institutions.
- e) We confirm you that, we are not deviating/made correction in the Bidding documents technical specifications and terms & condition. We will supply, Genuine/Original Product/Make in standard packing.

Date:

Seal & Sign of the Bidder.

VERIFICATION OF LOCAL CONTENT

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

Bidding No & Name of the work	Bidder shall enter , the % of Local content along with location at which the local value addition is made (%)
Procurement of 650 Mts Non Inflatable Oil Spill containment Boom with accessories	

Sign & Seal of the Contractor

(To be given on company letter head)

MANUFACTURER AUTHORISATION FORM

Ref Number:

Date:

To,

The Deputy Materials Manager,
Purchase Section,
New Mangalore Port Authority,
Mangalore

Dear Sir/Madam,

Sub: "Authorization Letter For Bidding No.: _____
BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

We _____ who are established and reputed manufactures of _____ having factories at _____ do hereby authorize M/s _____ to submit a bid, supply, install and maintain _____ as per your requirement.

We hereby extend our full guarantee and warranty as per terms and conditions of the bid and or the contract for the equipment and services offered against this invitation of Bidding by M/s. _____.

Yours faithfully,
For "Company Name"
Name of the person
Designation
Authorized signatory

PRE-QUALIFICATION OF BIDDERS

PAYMENT RECEIPT DETAILS CERTIFIED BY STATUTORY AUDITOR

BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023

Details of payment received for the similar supply/work i.e. **Supply of 650Mts non inflatable oil spill contaminant boom (fence boom) with its accessories along with certification** to any reputed Firms

Sl. No.	Name of Supply (i)	Supply Order No. and Date (ii)	Extension orders to the Supply order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Stipulated Date of Supply (iv)	Actual Date of Supply (v)	Name and contact details of the client (vii)
1							
2							
3							

Name of the statutory auditor:
Signature & Seal of the
Statutory Auditor UDIN No:
Ph No :
Email ID :

NOTE:

1. The Bidder shall compulsorily fill in **Annexure -VIII** in full and upload along with the

- technical bid, failing which the bid shall be summarily rejected.
2. If the Similar Supply is a part of any main Supply order submitted by the bidder for prequalification, then the value entered at Column No (vi) of **Annexure -VIII**, shall be only for the similar Supplies requirement of the tender. If the value entered at Column No (vi) of **Annexure -VIII**, is for the entire Supplies which may include other than similar Supplies, then the Supply order shall not be considered for evaluation.
 3. The Bidder shall enclose Self attested photo copies of full Supply order/agreements for “similar Supplies” along with the detailed BOQ and completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value for the contracts mentioned at Annexure -VIII without fail. If the Supply order/agreement or the BOQ required for the prequalification of the Bidder is not submitted in full along with the Technical Bid, the bid shall be rejected summarily. No clarification shall be sought in this regard.
 4. The Supplies mentioned in this **Annexure -VIII** only shall be considered for evaluation. Supply orders/agreements uploaded/submitted along with the technical bid, other than the ones mentioned in this **Annexure -VIII** shall not be considered for evaluation, even if they are meeting the prequalification criteria. Bidder shall not have any claim on this account later on.
 5. Additional sheets may be used if necessary.

CHECK LIST

SL	BIDDING NO. GEM/2023/B/3571571 Dated 18.07.2023 2/5/June-05/2023-24/AMM/DYMM BIDDING DATE: 15.06.2023	
BIDDING DESCRIPTION: Procurement of 650 Mts Non Inflatable Oil Spill containment Boom with accessories		
1	NAME & ADDRESS OF THE BIDDER:	
2	Other Information	PHONE No.(OFF): FAX No. : MOB No.: E-MAIL :
3	Name And Designation of The Person of The Bidder To Whom All References Shall Be Made:	
4	Validity of Offer For Four Months:	YES / NO
5	Copy of Pan Card Attached:	YES / NO
6	Copy of GST Registration Attached:	YES / NO
7	UTR details of payment of Bidding Cost by RTGS OR Valid NSIC/MSME Certificate	YES / NO
8	Annual Turn Over/ P & L A/c & Balance Sheet of three years submitted	YES / NO
9	Supporting documentary evidence of supply orders issued by the Client, self attested.	YES / NO
10	Supporting documentary evidence of supply completion report, invoice and Delivery challan issued by the Client.	YES / NO
11	Particulars of Bidder as per Annexure –I.	YES / NO
12	Bank Details of the Bidder for E-Payment – Annexure-II	YES / NO
13	List Of Similar Works Completed- Annexure-III	YES / NO
14	Financial Turnover- Annexure-IV	YES / NO
15	Under Taking Letter- Annexure-V	YES / NO
16	Verification Of Local Content- Annexure-VI	YES / NO
17	Manufacturer Authorisation Form- Annexure-VII	YES / NO
18	Payment Receipt Details Certified By Statutory Auditor - Annexure-VIII	YES / NO

NOTE: BIDDER IS REQUESTED TO FILL IN THE DETAILS. TICK () THE RELEVANT OPTION.
ENCLOSE THIS CHECK OF LIST.

THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS BIDDING HAVE READ AND FULLY UNDERSTOOD. ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES TO ABIDE BY THEM.

(Signature of the Bidder)
Name and Address
(with seal)

Note: Wherever documentary evidences have been asked for in the Bidding document, bidder is required to furnish copy of the relevant document along with the Bid. Port reserves the right to verify any / all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the Bidding / contract.