



नव मंगलूर पत्तन प्राधिकरण NEW MANGALORE PORT AUTHORITY  
यांत्रिक विभाग MECHANICAL ENGINEERING DEPARTMENT,  
पणंबूर, मंगलूर-५७५०१० Panambur, Mangaluru- 575010.

Phone: 0824- 2887777/2887706/2887753.



No. 2/25/2023-24/EE(M)III/TS(LMV-II)

Date: 22.08.2023

To:

The Prospective Bidders.

Sir,

Sub: NMPA – Mechl. Dept. – Budgetary Offer requested for "HIRING OF VEHICLES FOR DEPARTMENTAL USE (WITH DRIVER) AT NMPA FOR 03 YEARS (15 VEHICLES)" -Reg.

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New Mangalore Port Authority intends to hire following mentioned category of Non A/c vehicles (Taxi/Tourist permit) on monthly hired basis. You are requested to furnish your lowest Budgetary quotation for Hiring in the below mentioned format.

Category	Type of vehicle, Duty Hours and Kms. (All Non AC Vehicles).	Req qty.	Monthly Rate in Rs. per each qty.
A	Monthly hire charges for TATA Sumo Non A.C. or Chevrolet Tavera Non A.C. or Mahindra Bolero or equivalent makes (minimum 6+1 seater Taxi) vehicles for <b>1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> as instructed by the controlling officer., Excl GST, ESI and EPF. Model: Not earlier than Jan 2021.	09 Nos.	
B	Monthly hire charges for Pickup Jeep (open type) with luggage carrier Non A.C vehicle, seating capacity: 5 seater, prescribed kms per month : <b>1000 kms.</b> Working hours: <b>10 hrs. duty</b> as instructed by the controlling officer., Excl GST, ESI and EPF. Make: Mahindra Bolero Camper or TATA Xenon or equivalent make. Model: Not earlier than Jan 2021.	02 No.	
C	Monthly hire charges for Pickup Jeep (open type) with luggage carrier Non A.C vehicle, seating capacity: 5 seater, prescribed kms per month : <b>500 kms.</b> Working hours: <b>8 hrs. duty</b> as instructed by the controlling officer., Excl GST, ESI and EPF. Make: Mahindra Bolero Camper or TATA Xenon or equivalent make. Model: Not earlier than Jan 2021.	01 No.	
D	Monthly hire charges for Non AC 12+1 Seater (Minimum) seating capacity Mini bus, prescribed kms per month 2000 kms, working hours : 24 hrs duty (06.00 hrs to 06.00 hrs next day), Excl GST, ESI and EPF. Make: TATA or equivalent make. Model: Not earlier than Jan 2021.	01 No.	
E	Monthly hire charges for TATA Sumo Non A.C. or Chevrolet Tavera Non A.C. or Mahindra Bolero or equivalent makes (minimum 6+1 seater Taxi) vehicle for <b>2000 kms.</b> run per month per vehicle on <b>12 hrs. duty</b> as instructed by the controlling officer., Excl GST, ESI and EPF. Model: Not earlier than January 2021.	01 No.	
F	Monthly hire charges for TATA Sumo Non A.C. or Chevrolet Tavera Non A.C. or Mahindra Bolero or equivalent make (minimum 6+1 seater Taxi) vehicles for <b>1500 kms.</b> run per month per vehicle on <b>08 hrs. night patrolling duty (22:00 hrs to 06:00 hrs)</b> for Panambur Police Station., Excl GST, ESI and EPF. Model: Not earlier than January 2021.	01 No.	

• GST Extra as applicable. Refer Annexure-A for Minimum terms and conditions.

(SRINGESWARA N.S)

Superintending Engineer (Mechl.)

22/08/23

अधीक्षक अभियंता (यांत्रिक)  
Superintending Engineer (Mech.)

नव मंगलूर पत्तन प्राधिकरण

**ANNEXURE-A**

**TERMS AND CONDITIONS:**

**Terms and conditions of the work order:**

1. The Year of Manufacturer of the vehicles supplied **shall not be earlier than January 2021** and must have taxi/tourist permit. The hired vehicles shall be used by the Officers for their official works in and around NMPA, Mangalore including conveying materials.
2. **The contract shall be for a period of 03 years w.e.f 01.11.2023 to 31.10.2026.** The contract may be extended for a further period of one (1) year or (2) years at the same rate, terms and conditions of the contract on mutual acceptance by the Contractor and NMPT, subject to satisfactory performance of the contractor in the previous years of the contract. All the vehicles under this contract shall be supplied by the contractor within 07 days from the date of issue of this Work order.
3. The Contractor should enter in to an agreement will incorporate all correspondence between the employer and the successful bidder/Contractor. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, prior to award of contract with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance/order. The agreement to be executed on a non-judicial Stamp paper of value Rs.200/-. The contract Agreement shall be signed between the Port Trust and the successful Tenderer/Contractor prior to start of contract on issue of LOA/order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Contractor shall submit 15 sets of agreement copies at his own cost.
4. **PERFORMANCE SECURITY** : The Contractor shall have to furnish a Security Deposit 10% of contract value including GST and should be submitted in the form of Bank Guarantee from a Scheduled Bank/Nationalized Bank. This Bank Guarantee shall be kept valid for the total contract period of three (3) years **Plus 06 months claim Period**. This Security Deposit shall be released to the Contractor after successful completion of Contract and deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD). If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period **plus 06 months claim period**.

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

5. **Payment of Wages:** Payment of wages to the persons engaged by the Tenderer shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift they shall be paid, overtime at double the normal wages.
- a) The contractor shall submit every month bill in duplicate duly indicating the monthly abstract of kms. run to the respective officers to whom the vehicles are allotted.
  - b) The wages shall be paid on or before 7<sup>th</sup> day of every month through the Bank only. Documentary evidence for the same needs to furnished along with the bills.
  - c) Wages, OT etc paid shall be entered in personnel register
  - d) The minimum wages per day applicable as on 01.04.2023 as per Minimum Wages Act, 1948 for driver is Rs. 816 since the driver comes under skilled category.

**The wages are normally revised by the Asst. Labour Commissioner (Mangalore) once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.**

6. **Payment Terms:** The concerned / controlling officers i.e. vehicle user officer/division will arrange 100% payment within 15 days from the date of submission of monthly bills along with the required documents. Also the contractor has to submit the receipt of ESI and EPF contribution paid to their staff and extract of wage payment Register for the month for which the contractor submits the bill, as documentary evidence.
7. Each extra k.m run beyond the prescribed Kilometer of vehicle will be paid extra at Rs 11 per KM for TATA Sumo equivalent/ Pick Up jeeps and Rs 15 per Km for

Mini Bus(12+1 seater) .However, the payment shall be made on quarterly basis only . The total Km run by the vehicle for the quarter shall be considered and extra KM if any above the prescribed KMs for the quarter shall be paid to the contractor (Eg: monthly prescribed KMs – 1000, then quarterly prescribed KMs shall be 3000 . If the vehicle has covered 1000, 900, 1110 kms in a particular quarter, then extra Km payment shall be made for 10 Kms at applicable rates). Further, for vehicles allotted to DC & AC, CISF , if the hours of utilization crosses the prescribed limit of 10 hours a day, then additional hours shall be paid @ Rs 100 per hour on actual utilization basis.

8. Charges for escalation in fuel prices will be paid or deducted as the case may be due to changes in the diesel/petrol prices by the Govt. or the companies according to the Formula-

$$\text{Increase or Decrease in monthly rate per vehicle} = \frac{\text{Increase or decrease in price of fuel per litre to the base rate} \times \text{Total Kms Run in a month per vehicle}}{\text{-----}}$$

12 kms per Litre for Tata Sumo/pickup type Jeep and 10 Kms per litre for Mini Bus.

$$\text{Increase for extra Km run, rate per vehicle} = \frac{\text{Increase or decrease in price of fuel per litre to the base rate} \times \text{Total extra kilometer in a month per vehicle}}{\text{-----}}$$

12 kms per Litre for Tata Sumo / pick up type Jeep and 10 Kms per litre for Mini Bus.

Note: 1. **The Base rate of diesel per litre** as on last date of sub mission of offer/qtn.

2. The lowest rates of diesel / petrol prevailing for the month shall be considered for calculating the escalation in fuel prices for respective monthly bill.

9. Recoveries towards Income tax plus applicable surcharge on Income Tax will be made as per Govt. orders in this respect. Necessary certificate will be issued to the Contractor. All the applicable statutory recoveries shall be made from the bill.

10. **PENALTY:**

a).In the event of any breakdown/repair of the operating vehicles, an alternate vehicle shall be provided within 2 hours. **Any failure** on the part of the contractors to **provide the alternate vehicle**, the contractor

is liable for **penalty of Rs.2250/- per Sumo/Pick up per day and Rs.4500/- for Mini Bus per day**. Apart from the penalty, a **pro-rata deduction for that day** will be deducted from the contractor's bill. The alternate vehicle provided by the contractor can be of any model but, the contractor has to provide the same category of vehicle within 01 day from the date of breakdown, else penalty as stated above, shall be levied. Further, the vehicle shall be repaired and given back to NMPA within 10 days, failing which a same model and year of manufacture vehicle, as per tender condition shall be provided by the contractor.

If the alternate vehicle supplied by the contractor is **not in acceptable condition**, no payment shall be made to the contractor for that day against that vehicle and NMPA shall have the discretion to make alternate arrangements at the risk and cost of the contractor.

b). The contractor shall supply all the vehicles as per the tender requirement within 07 days from the date of issue of LOA/Work order. In the event of contractor supplying only a part of the quantity required as per any of the Lots, then penalty for late deployment for those vehicles which are yet to be supplied, shall be levied @ of **Rs.2250/- per Sumo/Pick up per day and Rs.4500/- for Mini Bus per day**. Apart from the penalty, a **pro-rata deduction for that day** will be deducted from the contractor's bill. Further, NMPA shall have the discretion to make alternate arrangements at the risk and cost of the contractor.

Note:1. Condition of the vehicle shall be checked by an officer in charge Auto garage Sub Divn. and his decision about condition of the vehicle is final.

2. After the acceptance of the vehicle by the Officer in charge, Auto garage, vehicle shall be deployed to the concerned user department. Thereafter, user department/officer shall ensure the condition of the vehicle and adherence to the terms and conditions of the contract.

11. NMPA at its discretion may increase/decrease the number of vehicles to be hired from a contractor **at the same rates, terms & conditions**. The contractor shall supply such vehicles within 7 days from the issue of additional work order.

12. In the event of any **non-requirement of vehicle/vehicles** or being **unutilized/underutilized** during the currency of the contract, same vehicle/vehicles shall be **surrendered**, thus closing the contract of those vehicles, after giving **30 days notice** to the contractor.
13. **Welfare Measures - EPF, ESI etc:**
  - a) All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
  - b) All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".
  - c) The **immediate employer's contribution (Contractor) towards ESI, EPF** is the liability of the Contractor. Same **shall be reimbursed extra** subject to production of documentary evidence along with the monthly bill. The **evidence of payment of ESI & EPF** to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPA).
  - d) The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
14. The vehicles are required everyday including Sundays, holidays and as per the requirement of Officers to whom the vehicles are allotted. The vehicles shall be allocated according to the Port's needs from time to time.
15. NMPA will not reimburse any taxes, levies, tolls & duties other than the service tax as per prevailing rates during the currency of contract. GST will be paid only if the Contractor had furnished the notarized copy of GST registration certificate issued by the GST authorities.

16. In the event of continued **unsatisfactory performance** or **non-compliance with any of the provisions** of this contract, NMPA reserves the right to cancel the contract and forfeit the Security Deposit by **giving 30 days notice. On forfeiture of Security Deposit and while imposing any penalty applicable GST will be collected from the contractor.**
17. The contractor shall park the vehicles at NMPA premises while on NMPA duty at his risk and cost. Place of parking of vehicles will be provided either in the Port's Administrative Office building premises or any other location as instructed by the controlling officers depending upon the reporting place of vehicles. The Port Trust shall not be responsible for any loss or damage caused to the vehicle/vehicles while parked in the Port premises. Recoveries will be made at applicable rates of Port from the contractor's bills, if contract vehicle causes damages to Ports property. The vehicles will be stationed in the Port's Administration Building Premises (or) in any other location of the Port as may be decided by the controlling officer from time to time. The Contractor shall also give details of all the Drivers like Name, Permanent Address, License and badge no. etc., if any, duly countersigned by the contractor to the controlling officer.
18. The contractor shall **replace** such drivers who misbehave with the officers of NMPA or who report for duty under the influence of alcohol or who are not neatly dressed.
19. The port shall not be responsible for any labour disputes arising between contractor and the staff deployed on the vehicles.
20. Tenderer shall provide Necessary Port Entry Passes to the vehicles and Drivers at his own cost.
21. The **contractor** shall comply with the Central, State and Municipal laws / rules and shall **solely responsible/** complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under and other enactments that may be applicable including **ESI, EPF, Payment of wages Act, the workmen compensation Act** or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever inforce and as far as they are applicable.

22. The rates quoted shall be inclusive of all expenses such as Fuel, lubricants, maintenance, driver salary, O.T., insurance, road tax, permit, emission testing, F.C, uniforms for drivers any other over heads and profit. The rates quoted shall be exclusive of GST, ESI and EPF contribution of employer. GST at applicable rates will be paid extra subject to production of documentary evidence. The contractor shall file the applicable tax & returns within the time and submit the documentary evidence.
23. The quoted hire charges shall remain firm and fixed for the entire period of contract.
24. The Budgetary offer or Budgetary quotation in complete shape and as required above enclosed in a sealed cover super scribed as Budgetary offer for ""HIRING OF VEHICLES FOR DEPARTMENTAL USE (WITH DRIVER)AT NMPA FOR 03 YEARS( 15 VEHICLES" **should reach to this office on or before 31.8.2023 at 15.00hrs and same will be opened on 31.8.2023 at 15:30 Hrs** in the presence of Finance Department representative.



(SRINGESWARA N.S)

**Superintending Engineer (Mechl.).**

अधीक्षक अभियंता (यांत्रिक)  
Superintending Engineer (Mech.)

नव मंगलूर पत्तन प्राधिकरण  
New Mangalore Port Authority

पणंबूर, मंगलूर - ५७५०१०  
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