



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

Phone: 0824- 2887777/2887706/2887753.

SAGARMALA

No.2/67/2023-24/EE(M)II/TS

Date: 26.09.2023

To:

-Prospective bidders-

Sir,

Sub: NMPA – Mechl. Dept. –Budgetary Offer requested  
for "HIRING OF BRAND NEW TOYOTA FORTUNER (**WHITE BOARD**,  
WITHOUT DRIVER & FUEL ) FOR THE USE OF CHAIRPERSON, NMPA" - Reg.

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New Mangalore Port Authority intends to Hire Brand new Toyota Fortuner vehicle (white board private registration) on monthly hired basis. The minimum Terms & Conditions for Hiring is as below / enclosed as Annexure-A.

You are requested to furnish your lowest Budgetary quotation for subject Hiring in the below mentioned format **inclusive of all charges except driver cost, fuel cost, toll cost & GST**. The due date for submission of budgetary quotation is on or before 10.10.2023 at 15.30 hrs.

| Sl. No. | Description  | Req Qty | Monthly Rate per Vehicle (in case contract for 03 years) |     | Monthly Rate per Vehicle (in case contract for 05 years). |     |
|---------|--|---------|--|-----|---|-----|
|         |  |         | Rs.  | Ps. | Rs.   | Ps. |
| 1       | Monthly hire charges for "HIRING OF BRAND NEW TOYOTA FORTUNER (WHITE BOARD, WITHOUT DRIVER) FOR THE USE OF CHAIRPERSON, NMPA".<br><b>Rates inclusive of all charges except driver cost, fuel cost, toll cost &amp; GST (Applicable GST paid extra). Model: Brand New Approx. KM run : 2000 km per month. Fuel &amp; Driver supplied by NMPA free of cost. No extra km payment.</b> | 1 No.   |  |     |   |     |

- Tentative Period of contract: 01.03.2024 onwards.
- Terms and conditions- As per Annexure- A enclosed.

Thanking you,

Yours faithfully,

(SRINGESWARA N.S)

Superintending Engineer (Mechl) NMPA.

अधीक्षक अभियंता (यांत्रिक)  
Superintending Engineer (Mech.)

नव मंगलूर पत्तन प्राधिकरण  
New Mangalore Port Authority

पणंबूर, मंगलूर - ५७५०१०

panambur, Mangalore - 575 010 D.K.

## Annexure-A

GENERAL TERMS AND CONDITIONS (GTC):

1. The **Toyota Fortuner vehicle** supplied shall be brand new, **top model & White board registration** without driver & fuel. Driver & fuel shall supplied by NMPA free of cost.
2. The quoted hire charges shall remain firm and fixed for the entire period of contract. The **Tentative period of contract** is with effect from 01.03.2024 onwards and can be extended **if required by Port only** for 01 or more years at same rate, terms & conditions on mutual consent on satisfactory performance by the contractor in the previous years. The vehicle under this contract shall be supplied by the contractor within 60 days from the date of issue of LOA/Work order.
3. The vehicle shall have **white board (Private)** permit and tenderer shall arrange for the registration of the Vehicle at His cost. Road tax, Insurance and other Statutory Duties & Taxes as applicable for the entire period of the contract shall be borne by the Tenderer and shall be duly validated time to time & documents of any required shall be submitted to department.
4. The vehicle is for the use of Chairperson, New Mangalore Port Authority, Panambur, Mangaluru. The vehicle is required everyday including Sundays, holidays and as per the requirement of the **Chairperson, NMPA**. The vehicles should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. The seats shall be provided with required no. of white towels which shall be neatly maintained and replaced as and when required at the contractors own cost. The vehicles shall be fitted with appropriate spark arrestor. The vehicles shall be allocated according to the Port's needs from time to time. The trip sheets shall be closed by the Officers concerned for whom the vehicles is allotted. The trips are to be made based on the instructions given by the Controlling Officers of the vehicle concerned from time to time. First aid medicines shall be kept in the vehicles always.
5. NMPA's responsibility is to provide Driver, fuel, water and parking area for the vehicles. All other consumables shall be provided by the tenderer. All repairs and maintenance including accidental repairs and insurance cover is the responsibility of Tenderer, at his cost.

6. The Air condition unit, Brake unit, steering control unit, spark arrestor shall be always kept in good working condition. During the periodical maintenance/breakdown or any other repair, the tenderer should provide a Replacement Vehicles of similar or higher model immediately.
7. In case of any accident caused to any person including the tenderer's or Port's workmen or damage to any property in the course of the execution of the contract, the tenderer will be solely responsible for payment of Compensation, Medical aid, etc. In case, the tenderer fails to pay the compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the tenderer. The tenderer shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the NMPa against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. NMPA shall not have any connection whatsoever in this connection against any proceedings/actions by any Government/Departments of Governments, etc.
8. The Tenderer should renew/maintain valid certificate of fitness, insurance, Certificate of registration, Permit, Certificate of Tax, Emission test certificate or any other necessary certificates issued by the Competent Authority. The Tenderer should replace the vehicles which are not roadworthy. If the Tenderer fails to comply with the above, any consequences arising shall be the responsibility of the contractor.
9. The Tenderer shall comply with all the commercial, labour and industrial laws applicable for performance of this contract. The Tenderer shall be responsible to pay all taxes, charges and duties prescribed for operation of the vehicles within the state of Karnataka. NMPA will not reimburse any taxes, **levies &** duties other than the **toll**, GST as per prevailing rates during the period of contract. GST will be paid only if the tenderer has furnished the notarized copy of GST registration certificate issued by the GST authorities.

**Permit of Interstate travel if required /applicable shall be paid for the trip as per actual, subject to production of original receipt.**

10. The tenderer 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 Act or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever in force and as far as they are applicable.
11. The tenderer should keep the emission test certificate, Insurance documents in respect of vehicle, certificate of fitness , certificate of Registration of Motor vehicles, certificate of Tax / **permit / Rules** or any other necessary certificates issued by the Competent Authority at all times with the Drivers of vehicles. Comprehensive Insurance Policy shall be taken for the vehicle to safeguard the interest of the port against all risks involved in hiring an operation of the vehicle to comply with the Motor vehicles Act 1989, this insurance should cover all the risks for liability of life of passengers and the driver . This should also cover all riot risks.
12. ARBITRATION: There shall be no arbitration and the decision of the Chief Mechanical Engineer / NMPA shall be final and binding in case of any dispute between the contractor and the Port Authority during the currency of the contract or any time thereafter.
13. The tenderer shall produce the vehicles for inspection.
14. No advance payment of hire charges is allowed. However full payment will be made online on monthly basis within 15 days from the date of receipt of bill in complete shape. The Tenderer shall submit every month bill in duplicate duly indicting the monthly abstract of kms. run to the respective officer to whom the vehicle is allotted. The concerned officer / controlling officers i.e. vehicle user officer/division will arrange payment of bills in all respect within 15 days from the date of receipt of bills after receiving all the required documents for payment. The tenderer should submit a copy of PAN card and the Certificate of Registration of GST for payment of GST if applicable and details for e-Payment. The format for furnishing Bank information for E-payment is enclosed as detailed below:

Bank Information for E-Payment

|   |   |  |
|---|---|--|
| 1 | Name and full address of the Tenderer       |  |
| 2 | Credit Account No.(Should be full 14 digit) |  |
| 3 | Account type(SB or CA or OD)                |  |

|   |  |            |
|---|--|------------|
| 4 | Name of the Bank   |            |
| 5 | Branch (Full address with Telephone No.)                       |            |
| 6 | MICR code (should be 9 digit)                                  |            |
| 7 | Telephone/Mobile /Fax No. of the tenderer                      | Telephone: |
|   |  | Mobile:    |
|   |  | Fax:       |
| 8 | Xerox copy of a cancelled cheque should be enclosed            |            |
| 9 | PAN (Xerox copy of Permanent Account Number shall be enclosed) |            |

15. An agreement shall be executed b/w NMPA & Tenderer which will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement prior to start of contract, to be prepared and completed at the cost of the Contractor, in the Annexure (mentioned in Tender document) with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance/order whichever issued earlier. The agreement to be executed on a non-judicial Stamp paper of value Rs.200/-. The contract Agreement shall be signed between the PORT AUTHORITY and the successful Bidder prior to start of contract on issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 15 sets of agreement copies at his own cost. If the additional vehicles more than 10 hired, then contractor shall make extra booklet copies of agreement per each vehicle at his own cost and handed over to vehicle user department, failing his payment for that vehicle will not be released.
16. PERFORMANCE SECURITY for a sum equivalent of 03% of the total contract value ( based on the number of vehicles ordered) including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of 06 years plus Six Months claim Period. Thereafter, the total

Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.10 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period. If any additional vehicles are ordered, the Performance guarantee for 3% of the hiring charges for the remaining contract period plus GST shall be submitted.

The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

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

17. PENALTY FOR NON AVAILABILITY OF VEHICLE. (in case equivalent substitute vehicle not provided):

a. This clause shall be applicable for non availability of vehicle on account of breakdowns/mtc/repair/non deployment etc.:-

Penalty slabs are as below for any break down:-

Up to 2 days = 25 % of hire charges per day + Nonpayment of hire charges for those days.

2 to 7 days = 50% of hire charges per day + Nonpayment of hire charges for those days.

8 to 15 days = 75% of hire charges per day + Nonpayment of hire charges for those days.

16<sup>th</sup> day to till the readiness of the Vehicle = 100% of hire charges per day + Nonpayment of hire charges for those days.

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

If the vehicle is not available up to four (4) hours in a calendar month, there is no penalty. If non-availability continued beyond four (4) hours in a calendar month, then penalty will be imposed on pro-rata basis.

For the purpose of calculating the penalty every One hour after four (4) hours and part thereof shall be considered as full hours i.e if the vehicle is not available for 1 hour 20 minutes, after the initial free time of four (4) hours, then non availability will be considered as 2 hours and so on.

18. 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.
19. Recoveries towards Income tax plus applicable surcharge on Income Tax will be made as per Govt. orders in this respect.
20. Log Book shall be maintained in the prescribed format S.263 of staff car rules and signature of the vehicle using official/officers should be taken for all official journeys performed. The Xerox copy of the log book shall be submitted in duplicate along with the monthly bills to vehicle user department for payment. The log book shall be obtained from the respective officers to whom the vehicle is allotted.
21. The vehicles shall display the Board indicating Designation of user Officer, NMPA.
22. The Chairperson will have full powers to relax any conditions or refix any rate after award of contract to meet any contingencies or hardship for reasons to be recorded in writing.
23. **Fast tag to be taken in the name of AE(M) or any other controlling officer nominated by NMPA . Recharge of the Fast tag will be done by NMPA.**
24. 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.

25. Then Tenderer shall make arrangement for Necessary Free Port Entry Temporary (as per requirement) and Free Port Entry permanent Passes to the vehicle & driver. However, RFID card to be purchased from Pass section at tenderers cost.
26. The rates quoted shall be inclusive of all expenses such as lubricants, maintenance, insurance, road tax, permit, emission testing, F.C and any other over heads and profit excl driver cost, fuel cost, GST. 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.
27. The contractor shall be responsible for any violation of the provisions of the contract by him/her. Vehicle which are owned either by the employees of NMPA or by his /her dependent shall not be engaged for hiring.
28. the Budgetary quotation in complete shape and as required above enclosed in a sealed cover super scribed as Budgetary offer for " HIRING OF BRAND NEW TOYOTA FORTUNER (WHITE BOARD, WITHOUT DRIVER & FUEL ) FOR THE USE OF CHAIRPERSON, NMPA FOR A PERIOD OF 05 YEARS" should reach to this office on or before 10.10.2023 at 15.30hrs. and same will be opened on 10.10.2023 at 16:00 Hrs in the presence of Finance Department representative.

Thanking you,

Your's faithfully,

(SRINGESWARA N.S)

Superintending Engineer (Mechl.),NMPA.

26/10/23

अधीक्षक अभियंता (यांत्रिक)  
Superintending Engineer (Mech.)

नव मंगलूर पत्तन प्राधिकरण  
New Mangalore Port Authority

पणंबूर, मंगलूर - ५७५०१०  
Panambur, Mangalore - 575 010 D K

Address for Correspondence:

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