

**NEW MANGALORE PORT AUTHORITY**  
**MARINE DEPARTMENT**

**TENDER No. NMPA/DM/OIL SPILL/2022/46 dated 21-09-2023**  
**NIT No. NMPA/DM/OIL SPILL/2022/46 dated 21-09-2023**

**e-tender No. 2023\_NMPT\_772488\_1**



***TENDER DOCUMENT***  
***FOR***

**“Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years”**

<b>Estimated Amount</b>	<b>₹11,73,00,000/- Excluding GST</b>
<b>E.M.D</b>	<b>₹25,64,140/-</b>
<b>Tender Fee</b>	<b>₹1,680/-</b>

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## **IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL**

This is an **E-Tender** event of **NMPA**. You are requested to read the terms & conditions of this tender before submitting your online tender. **BIDDERS** who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2	Bidder then logs into the portal giving user id / password chosen during enrollment.
3	The e-token that is registered should be used by the bidder and should not be misused by others. <b>The bidder participating in the tender shall upload the tender in CPP website. If the tender uploaded by any other firm, the tender shall be rejected summarily.</b>
4	DSC (Digital Signature Certificates) once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7	The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> or <a href="http://www.newmangalore-port.com">www.newmangalore-port.com</a> Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9	Bidder should arrange for <b>Tender Fee</b> and <b>EMD</b> as specified in the tender. <b>The proof of payments made towards Tender Fee and EMD to be submitted along with technical bid.</b>

10	The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13	It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14	The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15	<b>The bidder has to upload the Technical bid in full shape in CPP Website only. The documents uploaded in CPP website should be legible, otherwise it will be treated as invalid document.</b> The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
16	At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19	The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	<b>Tender Fee</b> and <b>EMD</b> shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD. The EMD of successful Bidder will be released/ Refunded upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD.
24	If the successful bidder fails to sign the <b>AGREEMENT</b> within the stipulated time, the contract shall be cancelled and EMD shall be forfeited as per <b>Clause No. 9 of GCC</b> .
25	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26	The GST applicable shall be paid extra as applicable.
27	While imposing penalty GST shall be collected.
28	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by <b>NMPA</b> . Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
29	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
30	No deviation to the technical and commercial terms & conditions are allowed. <b>All entries made in the respective Annexures are final cannot be altered.</b>
31	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

32	<p>A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of <b>NMPA / CPP</b>.</p>
33	<p><b><u>PRE-BID QUERIES</u></b></p> <p>i. Upload their questions/queries in the <b>CPP Website</b>.</p> <p>ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, <b>NMPA</b>, well in advance through e-mail: <b>dyconservator@nmpt.gov.in</b>.</p> <p>iii. The pre-bid queries will be received up to <b>28-09-2023</b> at <b>1500 hours</b>. Pre-bid queries <b>will not be entertained</b> after the cutoff date &amp; time.</p> <p>iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in <b>Port and CPP websites</b>. <b>Non submission of pre-bid queries will not be a cause for disqualification of a Bidder.</b></p>
34	<p><b>NMPA</b> has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.</p>
35	<p>The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. <b><u>www.eprocure.gov.in/eprocure/app</u> of CPP Portal.</b></p>
36	<p>The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
37	<p>The bid will be evaluated based on the filled-in Technical &amp; commercial formats.</p>
38	<p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.</p>
39	<p><b><u>Nodal Officer:</u></b> The <b>Dock Master</b>, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore. Email id ✉: <b>gaurav.m@nmpt.gov.in</b>, ☎: <b>0824-2887765</b></p>
40	<p><b>BOQ</b> format available in “<b>BOQ</b>” Section of CPP website.</p>

# NEW MANGALORE PORT AUTHORITY

## MARINE DEPARTMENT

### **NOTICE INVITING TENDER (NIT)**

**NIT No. NMPA/DM/OIL SPILL/2022/46**

**Date: 21-09-2023**

**Title of Work “Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years”**

The Deputy Conservator, New Mangalore Port Authority invites **e- tenders in Two Bid system** (Technical Bid and Price Bid) are invited on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.

Details of Estimated cost, Tender fee, EMD and Schedule of Tender (SoT) for participation in this tender are given below:

1	TENDER No.	<b>NMPA/DM/OIL SPILL/2022/46 Dated 21-09-2023</b>
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through e-procurement portal <b><a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a></b>
3	e-Tender No.	<b>2023_NMPT_772488_1</b>
4	<b>Estimated cost</b>	<b>₹11,73,00,000/- Excluding GST</b>
5	<b>Earnest Money Deposit as per Clause No. 2.6 (a) of ITB</b>	<b>₹25,64,140/-</b>

6	Tender Fee	<b>₹1,680/- (1,500 + 12% GST)</b> Non-refundable.	
7	Date of NIT available to parties to download	<b>21-09-2023</b>	<b>at 1230 hrs</b>
8	Date of Starting of online <b>Pre-bid queries</b>	<b>21-09-2023</b>	<b>at 1230 hrs</b>
9	Date of Closing of online <b>Pre-bid queries</b>	<b>28-09-2023</b>	<b>at 1500 hrs</b>
10	Date of Starting of <b>e-Tender</b> for submission Bid on line at <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	<b>05-10-2023</b>	<b>at 1000 hrs</b>
11	Date of closing of <b>e-Tender</b> for submission of Bid.	<b>12-10-2023</b>	<b>at 1500 hrs</b>
12	Date & Time of opening of Technical Bid.	<b>13-10-2023</b>	<b>at 1530 hrs</b>
13	Date & Time of opening of Price Bid	<b>To be communicated separately by email</b>	
14	Work Contract period	<b>5 years from the date of commencement of work.</b>	
15	Validity of Tender	<b>90 days from the last date of submission of bids.</b>	

**Note:** Amendments to the tender (if any) will be issued only through website [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) and on CPP Portal (Central Public Procurement Portal) [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

Sd/-  
Deputy Conservator  
New Mangalore Port Authority



# NEW MANGALORE PORT AUTHORITY

## MARINE DEPARTMENT

### Minimum Qualification Criteria of the BIDDER (MQC):

#### 1.1 AVERAGE ANNUAL TURNOVER

**Average Annual Financial Turnover** during the last three years ending **31st March 2022**, should be at least **₹70,38,000/-**.

Bidders have to submit the following:

**Audited Financial Statements** for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by **Chartered Accountant**.

1.2 The BIDDER shall have **SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (No subcontract work will be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs** during last **07 (SEVEN) years** ending on **last day of month previous to the one in which tenders are invited**, should be either of the following:

<b>One</b> similar completed work costing not less than <b>(OR)</b>	<b>₹1,87,68,000/-</b> excluding GST
<b>Two</b> similar completed works each costing not less than <b>(OR)</b>	<b>₹1,17,30,000/-</b> excluding GST
<b>Three</b> similar completed works each costing not less than	<b>₹93,84,000/-</b> excluding GST

Bidder should have **GST registration** and copy of same to be submitted.

**"Similar Work" means**

**The bidder should have experience in “Supply, manning and operation of Oil Spill Response (OSR) Boat/s / Security Boat / Pilot launch / Offshore vessel / Tug and shall have the experience in operation, manning, maintenance and deployment of OSR equipment at sea”.**

The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for **Minimum Qualification Criteria viz. Work Order/Agreement** copies for similar works, **SATISFACTORY WORK COMPLETION CERTIFICATES** from client’s letter head (**Not in bidder’s letter head**) indicating **contract period & Total executed Value exclusive of GST. TDS certificate** towards the proof of payment received from the clients to be submitted.

**ONGOING CONTRACTS:**

**Completed portion of ongoing contract** will be considered. The Bidder shall submit **Satisfactory Work Completion Certificate for the completed period of contract** from its client stating the executed value of contract **excluding GST.**

## INSTRUCTIONS TO BIDDERS (ITB)

2.1 E- Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years**”

### 2.2 TENDER SUBMISSION:

a) **Technical Bid** shall contain all the documents as **per clause 2.16 of ITB**. The proof of payments made towards **Tender Fee** and **EMD** (receipt of NEFT / RTGS / SBI collect) to be submitted along with technical bid.

If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then bidder shall submit the **Original document (hard copy)** for the same prior to cut off date and time of **technical bid opening**.

b) **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE**. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected”**.

### 2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **12-10-2023**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

### 2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

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

ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid “**Power of Attorney**” as per **Annexure 6** or **firm's Power of Attorney** executed in his favour in accordance with the constitution of the Company.

iii The **Proprietorship firm** need not submit “**Power of Attorney**” however, firm has to submit the **Declaration** as per **Annexure-10**.

## 2.5 BIDDER TO INFORM HIMSELF FULLY

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

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

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

## 2.6 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **₹25,64,140/-** in the form of **Insurance Surety Bonds** or **Account Payee Demand Draft** or **Banker's Cheque** or **Bank Guarantee** from any of the **commercial Banks** or **payment online** in an acceptable form, which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid.**

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

- b EMD in the form of Bank Guarantee (as per **Form -5**) of shall have a validity period of **06 months** and claim period of **03 months**.

- c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of **90 days** from the latest closing date of submission of tender, the tender shall be cancelled and EMD shall be forfeited.
- d The Earnest Money Deposit of **unsuccessful BIDDERS** shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the **successful BIDDER** shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender **Clause 19 of GCC**.
- e **In the event of forfeiting the EMD, GST as applicable shall be collected.**

## **2.7 ACCEPTANCE OF TENDER:**

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

## **2.8 TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **90 days** from the **last date of submission of bids**. **NMPA** reserves their right to extend the **last date of submission of bids**. The request and the response, there to, shall be made in writing by post, email or by Fax. However, if any BIDDER agrees to extend the validity of his Tender, he shall not be permitted to modify his tender. **Incase extension of validity of tender if required, it shall be done by mutual consent of Port and bidder.**

## **2.9 AMENDMENTS**

- i At any time, prior to the last date for submission of tenders, **NMPA** reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- ii The Addenda/Corrigenda so issued shall form part of the tender document and shall be binding upon the BIDDERS. **NMPA** may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. **The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and upload the same along with his Tender duly signed and sealed in all pages.**

## **2.10 ERRORS IN THE TENDER DOCUMENT:**

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

## **2.11 LANGUAGE OF TENDER :**

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

## **2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

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

## **2.13 CURRENCY:**

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

## **2.14 CONTRACT WORK**

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

## **2.15 CONTRACT PRICE**

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure 13**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

## 2.16 TECHNICAL BID

<b>The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.</b>	
<b>1</b>	<p><b>Tender Fee and EMD:</b></p> <p>a) The tender shall be accompanied by Tender Fee of <b>₹1,680/-</b> through NEFT / SBI Collect, which is stipulated in the tender. <b>The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</b></p> <p>b) The tender shall be accompanied by Earnest Money Deposit of <b>₹25,64,140/-</b> through NEFT / RTGS / SBI Collect / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. <b>The tender not accompanied with EMD shall be treated as invalid and rejected summarily.</b></p> <p>In case bidder claims exemption of <b>Tender Fee</b> and <b>EMD</b> as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME.</p>
<b>2</b>	<p>Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums if any, to be submitted <b>duly initialed on each page with company's seal</b> as token of acceptance of Tender Conditions &amp; Specifications as per <b>Clause No.2.4 of ITB.</b></p>
<b>3</b>	<p><b>Power of Attorney</b> as per <b>Annexure-6</b> or <b>Firm's Power of Attorney</b> to be submitted.</p> <p>The <b>Proprietorship firm</b> need not submit "<b>Power of Attorney</b>" however, firm has to submit the <b>Declaration</b> as per <b>Annexure-10.</b></p>
<b>4</b>	<p><b>Audited Financial Statements</b> for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by <b>Chartered Accountant.</b></p> <p><b>Average Annual</b> Financial Turnover is calculated as follows:</p> <p>Annual Turnover of 2019-20 = <b>A</b> Annual Turnover of 2020-21 = <b>B</b> Annual Turnover of 2021-22 = <b>C</b></p> <p><b>Average Annual Turnover</b> = <math>\frac{A+B+C}{3}</math></p>

<b>5</b>	<b>Experience on similar works as per Clause 1.2 of MQC executed during the last seven years ending on last day of month previous to the one in which tenders are invited.</b>
	<b>a</b> The document ( <b>Work Order / Agreement</b> ) submitted shall clearly indicate the <b>Contract Price and Contract Period</b> .
	<b>b</b> <b>Satisfactory Work Completion Certificate</b> from client's letter head ( <b>Not in bidder's letter head</b> ) shall clearly indicate the <b>total executed Contract Price and Contract Period</b> .
<b>6</b>	<b>TDS certificate</b> towards the proof of payment received from the clients to be submitted.
<b>7</b>	GST Registration certificate. <b>The tender not accompanied with GST Registration certificate is liable to be rejected.</b>
<b>8</b>	PAN Card Copy
<b>9</b>	Bidder Information form ( <b>Annexure -1</b> )
<b>10</b>	<b>Minimum Qualification Criteria</b> of BIDDERS ( <b>Annexure -2</b> ) to be typed in Bidder's Letter Head.
<b>11</b>	<b>Undertaking</b> for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums ( <b>Annexure -3</b> )
<b>12</b>	Bankers Details ( <b>Annexure -4</b> )
<b>13</b>	Covering letter in firm's letter head. ( <b>Annexure -5</b> )
<b>14</b>	<b>IN CASE BIDDER INTENDS TO SUPPLY BOATS OWNED BY THE BIDDER:</b> Bidder should submit the following along with <b>Technical bid</b> : a) <b>Technical details of boats as in Annexure - 7</b> b) <b>Fuel Consumption of boats as in Annexure – 8</b> c) <b>Valid Class Certificate (IACS)</b> d) <b>Boat Registration Certificate</b> e) <b>Boat GA Plan</b>
<b>15</b>	<b>IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT BOATS CONSTRUCTION IN INDIA:</b> Bidder should submit the following along with <b>Technical bid</b> : a) <b>An undertaking of new built boats as in Annexure - 11</b> b) <b>Technical details of new built boats as in Annexure - 7</b> c) <b>Fuel Consumption of new built boats as in Annexure – 8</b>
<b>16</b>	<b>IN CASE BIDDER INTENDS TO SUPPLY INITIALLY HIRED BOATS AND SUBSEQUENTLY OWNED BOATS:</b> Bidder should submit the following along with <b>Technical bid</b> : a) <b>Technical details of boats as in Annexure - 7</b> b) <b>Fuel Consumption of boats as in Annexure – 8</b> c) <b>Undertaking as in Annexure – 12</b> d) <b>Valid Class Certificate (IACS)</b> e) <b>Boat Registration Certificate</b> f) <b>Boat GA Plan</b> g) <b>Charter Hire Agreement</b> from the concerned party from whom he intends to hire the boats as per the clause No. 36 of GCC <b>Boat requirements</b> .



17	<b>Information regarding Debarred (Annexure -9)</b> Bidder shall give declaration in <b>Annexure-9</b> for not having been <b>debarred or de-listed</b> by any government, semi-government agency or PSUs.
18	<b>Declaration for Proprietorship firm (Annexure-10)</b> if applicable
19	<b>The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.</b>
20	1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection and disqualification.</b> 2) <b>All Annexure to be neatly typed in firm's letter head and submitted.</b>

## 2.17 Techno-commercial Pre-Bid Enquiries / Clarification

If any Clarification on Techno-commercial aspects, same may be forwarded to the **Deputy Conservator, NMPA**. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Authority shall be communicated to the BIDDERS through **CPP and Port websites**.

## 2.18 TENDER OPENING AND EVALUATION

### i OPENING OF TECHNICAL BID:

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

### ii SCRUTINY AND EVALUATION OF THE TENDERS:

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.
- b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.

- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

## **2.19 OPENING OF PRICE BID**

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

## **2.20 DISQUALIFICATION**

Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:

- i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

- ii. Records of poor performance during **the last five years**, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of **litigation** resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iii. On account of currency of debarment by any Government agency.

## **2.21 FALSE INFORMATION**

The Bid will be summarily rejected & disqualified and bidder shall be debarred for a period of up to **three (3) years** from participating for tenders at NMPA, duly informing the MSE authorities as applicable, if:

- a) Any of the documents furnished by the bidder is found to be wrong / false **during scrutiny** ; and/or
- b) Any of the documents furnished by the bidder is found to be wrong / false **during the contract period**, contract will be terminated and performance security will be forfeited.

## **2.22 RESPONSIVENESS**

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

- 1. Tender Fee details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.**
- 2. EMD details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.**
- 3. GST Registration Certificate.**
- 4. Total Fuel Consumption of Boats as per Annexure -8**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1 DEFINITIONS**

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

- a) "**Employer**" means Board of Members of New Mangalore Port, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy.Chairperson or Deputy Conservator or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f) "**Work**" or "**Works**" shall mean the Supply of boats and manpower services to be provided and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) "**Approved**" or "**Approval**" shall mean approval in writing.
- h) "**Month**" shall mean English Calendar Month.
- i) "**Engineer-in-charge/representative**" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- j) "**SOT**": Schedule of Tender
- k) **NMPA** or **Port** means New Mangalore Port Authority, Panambur.

## **2 COMMENCEMENT OF CONTRACT**

The successful bidder shall commence the work within **45 days** from the date of **issue of Work Order**.

Please refer **clause No. 37 of GCC** regarding supply of Boats.

## **3 CONTRACT PERIOD**

The contract period is for **5 years (FIVE years)** from the date of commencement of contract.

## **4 TERMINATION FOR DEFAULT / DEBARMENT**

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

## 5 FORCE MAJEURE

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

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

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

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

(B) Measures to be taken:

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

## 6 INSURANCE

The Insurance of the Boats including the staff to be deployed for the Port operations and for the dry-docking of Boats shall be arranged by the contractor. The contractor shall obtain Insurance coverage from IRDA approved Insurance company.

The contractor is required to take the following policies/ coverage:

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

During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of boat) and penalty will be levied as per Clause No. 50 (C) of GCC, in addition to non-payment of hire charges. At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.

## 7 CONDUCT

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

## **8 WORK ORDER**

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

## **9 CONTRACT AGREEMENT**

The successful bidder will be required to execute an Agreement at his expense on **₹100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form -1**) for the due and proper fulfillment of the contract within **28 days** from the date of issue of Work Order.

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

**If the successful bidder fails to sign the agreement within the 28 days from the date of issue of Work Order, the contract shall be cancelled and EMD / performance guarantee will be forfeited.**

## **10 ARBITRATION**

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

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

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

## **11 LANGUAGE**

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

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



### **13 TAX**

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

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

### **14 E PAYMENT**

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

### **15 SUPERVISOR**

Supervisor of the contract will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities. Supervisor should take daily rounds to ensure OSR equipment are in working condition and clean Port water.

### **16 PROTECTION OF ENVIRONMENT**

All measures and aspects to be adapted to protect the environment. Disposal of garbage, waste oil etc. to be done as per DG Shipping circular and Karnataka State Pollution Control Board rules and regulation.

### **17 SAFETY REGULATIONS**

Working personnel should wear proper PPE and follow the safety regulations. The contractor shall be responsible for the safety of all activities at the Site.

### **18 STAFF PASS**

**Port Entry Passes** will be issued for the operational staff, Manager, shore staff & their vehicles. However, RFID card to be purchased from Pass section at **contractor's cost**. The cost of each card is **₹150/-** appx.

## **19 PERFORMANCE SECURITY**

- 19.1 Performance Security should be **10% of Total Contract value + GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within **28 days** of issue of Work Order. Bank Guarantee as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment. **The BG with a validity of five years** and claim period of **3 months** can also be submitted.
- 19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.
- 19.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5 **“Performance Security”** shall be released after satisfactory completion of **contract period of 5 Years**.
- 19.6 **In case non-availability of Bank Guarantee in time**, the contractor can also deposit the Performance Guarantee amount in **NMPA Bank account** to avoid penalty. This amount will be refunded after submission of Bank Guarantee.
- 20** The staff shall be deemed to be under the control and supervision of the contractor for all legal purposes and the charterer (**NMPA**) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- 21** The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

**22** 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.**

## **23 PAYMENTS**

- a) **The monthly bill in complete shape** i.e. Applicable ESI, PF, Crew list, copy of Attendance Register, copy of Wage Register, documentary proof like **Bank statement** for salary paid to the staff through bank etc. are to be submitted to the office of the **Deputy Conservator** and payment will be made within **15 days** from the date of submission of bill in full shape.
- b) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.  
**The invoice should contain the following information:**  
Name of the customer: **NEW MANGALORE PORT AUTHORITY**  
GSTIN of customer: **29AAALN0057A2ZG**
- c) **GST will be paid extra as applicable.**
- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**
- f) **Payment will be made only in INDIAN RUPEES.**
- g) 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.

## **24 PRICES**

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

## **25 DEVIATION**

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

## **26 ALTERATION**

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

## **27 ALTERNATIVE/CONDITIONAL TENDER**

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

## **28 BRIBES**

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

## **29 ASSIGNMENT AND SUBLETTING**

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

## **30 PORT CHARGES**

The Boats shall be exempted from Port charges during **ON-HIRE** period. Berthing facilities will be provided to the Boat **FREE OF COST** as per the convenience of the Port. However, during the **OFF-HIRE** period, the charges are applicable as per the Scale of Rate.

## **31 MOBILIZATION & DEMOBILIZATION**

The contractor shall bear all expenses for mobilization / de-mobilization.

## **32 SCOPE OF WORK FOR BOATS WITH MANNING**

**OPERATION:** Two (02) Boats to be deployed for Operations inside Port limits as per directions of Deputy Conservator or his representative. Every operation carried out by boats, start and stop time of the boats to be informed to the Port control for the records.

### **MANNING AND DEPLOYMENT OF BOATS:**

- a) Boats must be manned as per **IV Act**.
- b) Boats to be deployed and manned suitably **24x7 basis** round the year (including weekly off / Public holidays) as per the Safe manning guide lines. However, staff manning the Boats are to be suitably compensated for the work on weekly off/Holidays.
- c) Operative crew list to be submitted from time to time on change of any crew etc.
- d) Boats are required to exercise all safety precautions and maintain good watch while maneuvering. Masters of boat shall exercise the powers vested to them under SOLAS Chapter - V, Safety of Navigation, Regulation 34 -1 and International Management Code for Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), Section 5.2 at all times.

**MAINTENANCE:**

**The boats shall be maintained as per Class requirements throughout the contract period at the cost of contractor.**

- A. NAVIGATIONAL EQUIPMENT:** The contractor has to maintain all the navigational equipment fitted on board in good working condition at all the time.
- B. LSA & FFA:** The contractor to maintain the LSA & FFA as per the approved plan and shall be valid. Additional life jacket to be provided at boats for the staff deploying the OSR equipment.
- C. DECK MACHINERY:** The contractor to maintain all the Deck machinery with accessories **to keep the Boats in operative readiness at all times.**
- D. ENGINE ROOM MACHINERY:** The contractor to maintain all the Engine Room machinery with accessories such as Main Engines, DG sets, Gearboxes, steering, Pumps, Motors, valves, Battery charger, gear oil, engine oil, Batteries etc. as per **PMS (Planned Maintenance Schedule).**
- E. DRYDOCKING:** The boats are to be dry-docked as per statutory classification requirements. The entire drydock and associated works to be taken up for which the contractor **may avail 6 days of downtime** as per **Clause No.48 of GCC.** The drydocking expenses to be borne by the contractor including all spares, Fuel, Fresh water and consumables.
- F. PAINTING:** All Decks, Deck/Engine Room machinery and floor plates to be painted periodically as per painting scheme. **The main deck to be painted with antiskid paint and to be maintained at all the time.** The contractor to arrange the paints, thinner etc. at their cost. The boats has to be maintained and dressed up on occasion of Independence Day and Republic Day.
- G. SPARES:** Spares required for maintenance/defect rectification of Deck & Engine Room machinery, Navigational Equipment, search light, wiper etc. to be arranged by the contractor at his own cost. Critical spares required for the boat are to be procured in advance.

- H. Material / Fuel / Lube Oil:** Contractor shall obtain the permission from the NMPA concerned officer for Gate IN / Gate OUT of the material / fuel / lube oil etc.
- I. SURVEY:** The contractor to maintain the boats certificates as per statutory requirements at contractor's cost.
- J. CLASS CERTIFICATE, INSURANCE POLICY:** The Class Certificate, Insurance Policy of the Boats and crew etc. to be valid at all times during the period of contract. Annual Inspection of the Boats as per Class requirements and renewal of Insurance Policy annually to be carried out and copies of the Certificates & Insurance Policy are to be submitted to the Deputy Conservator or his representative.
- K. HULL CLEANING:** Contractor has to obtain the permission well in advance from Port to carry out this work. Crane, cradle, required for lifting and placing it on cradle is to be arranged by the contractor at his own cost and lifting tools to be certified. Immediately after completion of hull cleaning, all the waste material from the site to be cleared by the contractor, complying the environmental guidelines.
- L.** Carrying out miscellaneous works related to marine services or any other work as directed by the Deputy Conservator.
- M.** Contractor shall keep in stock the critical spares such as filters, belts, water pumps, bearings etc. keeping in mind the periodical (for PMS) and breakdown maintenance of boats.
- N.** The Boats shall maintain and have an average speed of 6 knots during the contract period.

### **33 SCOPE OF WORK FOR OSR EQUIPMENT**

Deployment, Operation & Maintenance of NMPA owned / hired Oil Spill Response (OSR) Equipment as per the National Oil Spill Disaster Contingency Plan (NOS - DCP) by providing the followings:

#### **Manpower for Deployment of OSR equipment:**

Supply of following manpower in each shift (8 hours) round the clock (24 x 7). All staff shall have valid company ID card issued by the contractor.

<b>Supervisor</b> (Skilled category).	<b>1 No.</b>	He should have Oil spill IMO level-2 training and <b>technical knowledge of operation &amp; maintenance of OSR equipment.</b>	<b>Age limit:</b> <b>23 to 55 years</b>
<b>Staff</b> (Semi-skilled category)	<b>7 Nos.</b>	They should have Oil spill IMO level -1 training.	<b>Age limit:</b> <b>23 to 50 years</b>

- a** Boats and manpower to be utilized for pollution control purposes and removal of floating debris from Port waters on daily basis. During the monsoon period frequency of cleaning the Port water shall be increased. The crane for shifting debris shall be arranged by the contractor at his own cost.
- b** The cleaning of debris at spending beach / riprap inside harbor as per the requirement.
- c** Operation and Maintenance of OSR equipment which includes periodical maintenance of equipment, availability of spare parts as per PMS and repairs of the equipment as routine maintenance.
- d** All the cost of the spares and repairs for maintaining of the OSR equipment shall be borne by the contractor.
- e** All OSR equipment which are owned/ hired by the NMPA shall be in working condition and ready to use at all the time.
- f** Supervisors and staff shall have the good knowledge for deploying and to operate/ demonstrate each Oil spill response equipment and actively participate during the emergencies, mock drill and oil pollution response exercises jointly conducted by the **Indian Coast Guard and Ministry of Ports, Shipping and Waterways**.
- g** Any damage to the OSR equipment during storage and deployment, the cost of repairs shall be borne by the contractor and equipment to be repaired within the time period.
- h** Contractor will ensure that all the OSR equipment shall be deployed and tried out as per the PMS register and shall keep the equipment free from dust, pest and should be stowed properly and systematically.
- i** Maintaining PMS registers and log books as per Port and Statutory requirement.
- j** Shifting of OSR (Oil Spill Response) equipment from stowed area to incident site/place are to carried out by the contractor.
- k** Equipment, tool, container, PPE etc. for collecting the debris from the Port water are to be arranged by the contractor at his own cost and debris to be segregated and transferred to designated area.
- l** Inventory of usable item used for the OSR operation to be maintained.
- m** Deployment, operation & maintenance of NMPA owned / hired Oil Spill Response Equipment to comply the National Oil Spill Disaster Contingency Plan.
- n** Movement of OSR shore staff inside the wharf / oil jetties through vehicle are arranged by the contractor at their cost and shall reach from OSR station to the incident site immediately.
- o** Monthly duty roaster to be provided by the contractor in advance.
- p** The staff should know good swimming and fit to work at sea.

- q** Painting, calibration, greasing, repair kit etc., of the OSR equipment to be carried out by the contractor at his own cost.
- r** The batteries and its charger for operating OSR equipment shall be arranged by the contractor at his own cost.
- s** OSR equipment to be deployed within stipulated time as per requirements.
- t** Additional training to the shore staffs as per the statutory requirement to borne by the contractor.
- u** Valid Training certificates to be maintained by the contractor for shore staff throughout the contract period.
- v** Supervisor has to take daily rounds to ensure Port water inside the harbor is clean always.
- w** In case of any incident / pollution informed by the Port control, the contractor shall immediately respond and action to be initiated.
- x** The shore staff shall also carry out the work related Marine services as per the requirement of Port or in any emergency without any additional financial liabilities on NMPA.
- y** The shore staff shall follow the **digital attendance** as per Port instructions.
- z** All consumable such as rag piece, diesel, lube oil, hydraulic oil, paint brush, paint, empty drums, broom etc. and the required tools & plants, tackles, lifting gears, cranes, ropes for securing the equipment etc. for operation, maintenance and deployment of Oil Spill Response Equipment, shall be arranged by the contractor at his own cost.

### **34 MAINTENANCE OF ATTENDANCE REGISTER:**

An attendance register to be maintained by the contractor for the staff on shift basis and the same to be signed by the contractor & submitted to the Port representative.

### **35 HOT WORK**

Hot work if any to be carried out with due approval/hot work permit from **PORT FIRE SERVICE**.

### **36 BOAT REQUIREMENTS (2 Nos. Boats)**

<b>a)</b>	Length O.A	LOA to be between <b>9 Mtrs</b> to <b>12 Mtrs</b>
<b>b)</b>	Age	The age of Boat should be less than <b>10 years</b> at the time of commencement of contract.
<b>c)</b>	Capacity	The Boat shall have capable of carrying minimum <b>06 persons including crew</b> .



<b>d)</b>	Main Engine	Total Main Engine BHP (including both Engines) shall be not less than <b>150 BHP</b> . The main engine of the Boat should be of reputed make for trouble free operation continuously with easy availability of spares.
<b>e)</b>	Screw	Twin screw
<b>f)</b>	Classification	Boat should be <b>Class</b> under member of IACS and registered under <b>IV Act</b> and shall be valid during the contract period.
<b>g)</b>	Navigational equipment	The Boat shall have AIS class-A, VHF (fixed type)-1No., Search light, Electric horn, window wiper, eco-sounder, necessary <b>LSA/FFA</b> items, Solar panels etc.
<b>h)</b>	DG set	One number DG shall be installed as per requirement for maintaining Navigational equipment mentioned vide Sl.No. (f)
<b>i)</b>	Safety Devices	Should have appropriate safety devices.
<b>j)</b>	Hull	The hull shall be made of <b>STEEL</b> .
<b>k)</b>	Manning	Boats must be manned as per <b>IV Act</b> .
<b>l)</b>	Fenders	Boats shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.
<b>m)</b>	Anchor	The boat shall have one anchor with appropriate securing / stowage arrangement.
<b>n)</b>	Bollard	Boat should have sufficient have sufficient Mooring Bollard facility.
<b>o)</b>	Main Deck	Boat shall have on Anti-skid Main Deck.
<b>p)</b>	Debris	Boat shall have the arrangement to store the floating debris collected from the Port water.
<b>q)</b>	Tow	Boat shall have tow arrangement for the OSR equipment (oil spill containment boom, flex barge etc.)
<b>r)</b>	Storage space	The boat shall have sufficient space to store required OSR equipment with proper securing to deploy at incident site and shall easily transfer from shore to boat or vice versa. The boat shall also have arrangement of OSD spray arms. The storage area to be well illuminated.
<b>s)</b>	Railing	Detachable Railing to be provided all around.
<b>t)</b>	Life Jacket	Additional Life Jackets to be arranged by the contractor for the shore staff.

37	At the time of <b>submission of bids</b> , the <b>BOATS offered by the bidder in Annexure -7</b> should be either of the following:
A	<p><b>IN CASE BIDDER INTENDS TO SUPPLY BOATS OWNED BY THE BIDDER</b></p> <p>Bidder should submit the following along with <b>Technical bid</b>:</p> <ul style="list-style-type: none"> <li>i. <b>Technical details of boats as in Annexure - 7</b></li> <li>ii. <b>Fuel Consumption of boats as in Annexure – 8</b></li> <li>iii. <b>Valid Class Certificate (IACS)</b></li> <li>iv. <b>Boat Registration Certificate</b></li> <li>v. <b>Boat GA Plan</b></li> </ul> <p>The <b>owned boats</b> shall be deployed within <b>45 days</b> from the date of issue of Work Order, failing which Penalty will be imposed as per <b>Clause No. 50(A)</b> of GCC up to period of <b>60 days (penalty period)</b>. After completion of <b>60 days</b> of penalty period, the contract shall liable to be terminated and the EMD / Performance Security will be forfeited.</p>
<b>OR</b>	
B	<p><b>IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT BOATS CONSTRUCTION IN INDIA</b></p> <p>Bidder should submit the following along with <b>Technical bid</b>:</p> <ul style="list-style-type: none"> <li>i. An <b>undertaking of new built boats as in Annexure - 11</b></li> <li>ii. <b>Technical details of new built boats as in Annexure - 7</b></li> <li>iii. <b>Fuel Consumption of new built boats as in Annexure – 8</b></li> </ul> <p>However, the successful bidder shall submit <b>MOU / Agreement for New Built boats</b> in a non-judicial stamp paper (<b>₹100</b>) between the bidder and the shipyard in India confirming arrangement for construction of boats meeting the specification within <b>Twenty (20) working days</b> from the date of issue of Work Order, failing which the same will be recorded in his service/completion certificate.</p> <p>If the successful bidder is providing new built boats, they will be allowed to provide <b>alternative boats</b> (owned / hired) as per the clause <b>No. 36 of GCC Boat requirements</b> or higher capacity for commencement of contract. The alternative boats shall be deployed within <b>45 days</b> from the date of issue of Work Order. The <b>newly built boats</b> as per the specification in <b>Annexure-7</b> shall be deployed within <b>180 days</b> from the date of issue of Work Order.</p>

	<p>In case <b>alternative boats</b> are not deployed within <b>45 days</b> from the date of issue of Work Order, Penalty will be imposed as per <b>Clause No. 50(A) of GCC</b>. If the newly built boats are not deployed within <b>180 days</b> from the date of issue of Work Order, Penalty will be imposed as per <b>Clause No. 50(B) of GCC</b>.</p> <p>However, alternative boats deployed by the contractor shall be permitted till the newly built boats are deployed for operation or maximum period of <b>240 days</b> (180 days from the date of issue of work order + 60 days penalty period) from the date of issue of Work Order. Any delay in delivery of the Boats by the owner or builder of the Boat or transshipment delays or any other reason excluding force majeure will not be accepted and penalty shall be imposed as mentioned above.</p> <p>If the fuel consumption of the alternative boats exceeds the <b>declared fuel oil consumption</b> of offered boats as in <b>Annexure-8</b>, the Port would recover the cost towards the excess consumption of fuel <b>from the monthly bill</b>, as per fuel rates prevailing at that time.</p>
<b>OR</b>	
C	<p><b>IN CASE BIDDER INTENDS TO SUPPLY INITIALLY HIRED BOATS AND SUBSEQUENTLY OWNED BOATS as detailed below</b></p> <p>Bidder should submit the following along with <b>Technical bid</b>:</p> <ol style="list-style-type: none"> <li>i. <b>Technical details of boats as in Annexure - 7</b></li> <li>ii. <b>Fuel Consumption of boats as in Annexure – 8</b></li> <li>iii. <b>Undertaking as in Annexure – 12</b></li> <li>iv. <b>Valid Class Certificate (IACS)</b></li> <li>v. <b>Boat Registration Certificate</b></li> <li>vi. <b>Boat GA Plan</b></li> <li>vii. <b>Charter Hire Agreement</b> from the concerned party from whom he intends to hire the boats as per the clause <b>No. 36 of GCC Boat requirements</b>. Charter Hire Agreement should be in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that the boats is hired exclusively for NMPA.</li> </ol> <p>However, bidder shall submit <b>MOU / Agreement</b> for purchase from concerned party from whom he intends to own the boats as per the clause <b>No. 36 of GCC Boat requirements</b> in a non-judicial stamp</p>

	<p>paper (<b>₹100</b>) within <b>Twenty (20) working days</b> from the date of issue of Work Order, failing which the same will be recorded in his service/completion certificate.</p> <p>Initially hired boats shall be deployed within <b>45 days</b> from the date of issue of Work Order. However, the bidder should <b>supply owned boats or own the initially hired boats</b> within <b>90 days</b> from the date of <b>issue of Work Order</b> and documentary evidence for the same to be submitted, failing which the contract shall liable to be terminated and the <b>Performance Security will be forfeited</b>.</p>
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### **38 OFFICE SPACE**

A space for on OSR shore staff will be provided by the Port at **FREE OF COST**, which includes electricity & fresh water used by the staff. The electricity provided is for light and fan facility only.

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

### **40 PAYMENT OF WAGES TO STAFF**

#### **(A) Shore Manpower**

- i. **Payment of wages to the persons engaged by the contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. The minimum wages per day applicable as on 01.10.2022 as per Minimum Wages Act, 1948 are Skilled – ₹788/- and Semi-skilled – ₹671/-.**
- ii. 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. The wages are normally revised by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. **Difference in revised minimum wages shall be claimed by the contractor for reimbursement after payment to the workers by submitting documentary proof.**
- iii. On National & Festival holidays specified by the Port, they will be paid overtime allowance as per applicable rules.

- iv. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor's expense. One day in a week will be counted as a mandatory rest day (weekly off).
- v. The Port shall not be responsible for any labour disputes arising between contractor and the staff deployed on the contract.
- vi. Any shortage of manpower than the prescribed number, apart from per day wages of absentee/s, equal to per day wages of absentee/s is also deducted from contractor's monthly bill towards penalty.
- vii. Post is not responsible for any bonus, compensation and holiday wages.

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

- i. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
- ii. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".
- iii. The EPF & ESI contribution of the employees and immediate employer's (contractor) contribution shall be remitted by contractor to the Authorities concerned periodically at the applicable rates. **The immediate employer's (contractor) EPF & ESI contribution will be reimbursed to the contractor based on the documentary evidence submitted towards remittance made.**
- iv. 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.

**(B) Boat Manning**

The contractor shall pay the wages, ESI & PF as applicable to the statutory requirements of the boat manning and shall take the insurance policy covering all type of risks of all employees engaged by them.

#### **41 JOINT INSPECTION FOR ACCEPTING THE BOATS (Main / New Built / Alternate Boats) & MANPOWER FOR SERVICE:**

- On the date of commencement of service, the boats shall be deployed with complete necessary surveys and be in possession of all valid certificates.
- A Joint Inspection will be carried out at **New Mangalore Port Authority** before the boats is accepted for service in the Port to assess the condition, capability and performance of the boat and the fuel oil stock held on board.
- The boats will be declared **ON-HIRE** from the time, the Joint Survey Report accepted by the Dy. Conservator on verification of all the relevant certificates and various documents viz., **Registration certificate, Insurance certificate, classification certificates, record of safety equipment, other statutory certificates, IMO level certificates of the OSR staff at shore, list of crew etc. and satisfy the Port of all other requirements.**
- The Bunker survey will be carried out in the presence of certified Marine Surveyor (third party) to assess the quantity of **fuel and freshwater** on board.
- The cost of fuel depending on ROB would be settled at the end of the contract as per prevailing fuel price at Mangalore.
- List of OSR equipment & accessories to be recorded at the time of handing over and taking over. **The operational and general condition these equipment would also be recorded at the time of inspection.**
- **For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.**

#### **42 POLICE VERIFICATION**

The contractor shall ensure that security clearance of the OSR shore staff from the Police Station of respective worker's residential area is obtained. Police verification of all employees should be done by proprietor/contractor/Firm/Agency **prior to deployment**. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of the state.

#### **43 ON-HIRE AND OFF-HIRE SURVEY CHARGES DURING THE CONTRACT PERIOD**

On-hire and off-hire survey charges shall be borne by the **contractor**. The contractor shall arrange a certified Marine Surveyor (third party) for Bunker survey for On-hire and off-hire survey at their cost.

## **44 CHARGES FOR FUEL, WATER AND SHORE SUPPLY**

### **a) SUPPLY OF FUEL AND FRESH WATER:**

Fuel and fresh water for running of the boats and NMPA owned OSR equipment will be supplied by the Port Authority on Port's account. Fuel & freshwater supply will be made periodically as per the requisition of the contractor sufficiently in advance. In the event of any difficulty faced by NMPA for supply of fuel & fresh water, the contractor will be requested to supply the same to the boats and the cost will be reimbursed at actuals including transportation cost on production of supporting documents. A log book shall be maintained by the Boat -in-charge indicating the running hours, day-to-day Fuel consumption, fuel tank soundings, balance fuel on board etc.

### **b) SHORE ELECTRICITY POWER**

Shore Electricity power for running of the boats will be supplied by the Port Authority on Port's account.

**Contractor should provide necessary cable / plugs etc. required for the electricity connection.**

In case, the shore supply is not available, the Contractor shall use their DG set or/and external renewal energy power to minimize the usage of fuel supply by the Port.

## **45 CANTEEN FACILITIES**

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

## **46 MAINTENANCE OF LOG BOOK**

- (a) Log Books for operation and maintenance of OSR equipment should be maintained by the contractor and written in English.
- (b) The Port Authority representatives will give the instructions in English and all Log Books as per NOSDCP, Statutory, ISO requirement shall be always maintained in updated condition. The log books shall be checked by the Officer in-charge.
- (c) Log Book for the Boats are to be maintained on daily basis and shall be checked by the Officer in-charge.

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

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

#### **48 DOWN TIME**

The contractor shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the boat. The downtime of **12 days** will be credited in the beginning of each **contractual year**. The contractor can avail a maximum accumulated down time up to **6 days** at any point of time during the currency of the contract to carry out any work/repairs including drydock repairs. However, the contractor must take prior permission of the Deputy Conservator, New Mangalore Port Authority before laying up the boat to carry out any repairs / maintenance work. If the downtime exceeds **6 days**, the contractor shall provide a substitute boat of **Suitable type and capacity or higher (as per tender requirement)** for operation from the **7<sup>th</sup> day**, on his own account. If the downtime availed beyond a day or part thereof, it would be considered as full day. Accumulated downtime at the end of each contractual year will lapse and no carry forward of downtime to the next contract year and also no payment could be claimed for the non-availed downtime.

#### **49 SUBSTITUTE BOAT (During the contract period)**

The contractor shall provide a substitute boat of **Suitable type and capacity or higher (as per tender requirement)** from **7<sup>th</sup> day** onwards, whenever the boat is not available for operations due to any repair works, defect rectification etc. during the contract period.

#### **50 PENALTY**

##### **A PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT**

As per Work Order issued, the successful bidder shall commence the work/contract with full compliments as per clause No. 02 of GCC. If the bidder fails to **comply the date of commencement of work**, Penalty @ **₹80,000/- per day + GST** will be imposed up to period of **60 days (penalty period)**. After completion of **60 days** of penalty period, the contract shall liable to be terminated and the EMD / Performance Guarantee will be forfeited.



## **B PENALTY FOR NON DEPLOYMENT OF NEW BUILT BOAT**

If the newly built Boats are not deployed within **180 days** from the date of issue of work order, Penalty @ **₹80,000/- per day + GST** shall be imposed for the delayed period up to **60 days (penalty period)**. If the newly built boats are not deployed within **240 days (180 days from the date of issue of work order + 60 days penalty period)**, the contract shall liable to be terminated and the **performance security will be forfeited**.

## **C PENALTY ON NON AVAILABILITY OF BOAT DURING THE CONTRACT PERIOD**

**If each boat fails to perform/provide service fulfilling the contractual obligations**, penalty as follows will be imposed.

The contractor shall provide a substitute boat of **suitable type and capacity or higher from 7th day** onwards, whenever the boat is not available beyond its accumulated down time of **6 days and / or after lapse of 12 days** downtime for each contractual year, failing which penalty as follows will be imposed.

<b>1 to 7 days</b>	=	<b>25 %</b> of hire charges per day+ Non-payment of hire charges
<b>8 to 14 days</b>	=	<b>50%</b> of hire charges per day+ Non-payment of hire charges
<b>15 to 21 days</b>	=	<b>75%</b> of hire charges per day+ Non-payment of hire charges
<b>22 to 30 days</b>	=	<b>100%</b> of hire charges per day + Non-payment of hire charges

- If the boat is not available for more than **one hour**, it would be considered as the boat is not available for operations. If the boat is not available for operations for hours or part thereof, it would be considered as full hours. For example, if the Boat is not available for 1 hour 20 minutes, Non availability shall be considered as 2 hours and so on. If Non availability of boat is for 24 hours, it will be considered as 1 day, 48 hours is 2 days, 72 hours is 3 days and so on.
- 1 to 23 hours = **25% of hire charges per hour + Non-payment of hire charges per hour on pro rata basis.**

An example of calculation of penalty for non-availability of boat say **51 hours** with applicable day hire charges, say **₹24,000/- per day**, is shown below.

<u>For 2 days against 48 hours of non-availability</u> 25% of ₹24,000/- x 2 days + Non payment of hire charges for 2 days = 12,000 + 48,000 =	₹60,000
<u>For 3 hours of non-availability:</u> Applicable per hour charge= 24000/24 = ₹1000/hour 25% of ₹1000/- x 3 hours + Non payment of hire charges per hour = 750 + 3000 =	₹3,750
Total amount will be deducted for 51 hour non-availability of boat from monthly bill =	₹63,750

- The penalty would be recovered from the running account bill payment due to the firm or firm would have to make the payment as applicable.

**However, if the contractor is not providing a BOAT as per the contract even after non-availability of boat for 36 days (6 days down time + 30 days penalty duration), the contract is liable to be terminated, subject to decision of the Management.**

Non availability of boat may be adjusted against downtime available in contractor's account. If the non-availability is say for total 26 hours, 24 hours may be adjusted against 1 day down time available in contractor's account subject to firm submitting a written request in this regard and acceptance of the same by the Deputy Conservator. For remaining 2 hours penalty shall be imposed.

#### **D PENALTY FOR SHORTAGE OF MANPOWER**

Any shortage of manpower in shore staff than the prescribed number, apart from per day wages of absentee/s, equal to per day wages of absentee/s is also deducted from contractor's monthly bill towards penalty.

#### **51 ADDRESS**

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

#### **52 ALCOHOLIC LIQUOR OR DRUG**

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

#### **53 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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

#### **54 PRICE BID EVALUATION:**

Price bid of those bidders, who have qualified techno-commercially, will be opened and daily charter rate for boat evaluation will be calculated for **8 hours** running per day as per the following:

<b>Day Charges (24 Hours) for Supply of two boats with manning and manpower for Deployment, Operation &amp; Maintenance of Oil Spill Response equipment as per BOQ</b>		<b>= X</b>
<b>Total Fuel Consumption of Boat-1 litre / hour (including Main Engines and DG set)</b>	<b>Y1</b>	<b>= Y</b>
<b>Total Fuel Consumption of Boat-2 litre/hour (including Main Engines and DG set)</b>	<b>Y2</b>	<b>(Y1+Y2)</b>
<b>Daily rate (Evaluated Bid Price)</b>	<b>= X + {(Y x 8) x C}</b>	

Where **C** = **cost of fuel/litre** prevailing on the date of opening of price bid. The rate considered is the rate of LSHFHSD supplied by Public Sector Oil companies for NMPA Port Crafts on the date of opening of price bids.

The bidder has to declare the fuel consumption per hour (**Y**) of boat in **Annexure - 8**. During the course of contract, If fuel consumption is found more than the declared fuel consumption, the cost incurred on additional fuel consumption is recovered / deducted from the contractor's account, as per fuel rates prevailing at that time.

## **55 FUEL CONSUMPTION**

**Blank spaces in Annexure - 8 (Fuel consumption of the boat) are to be filled up without any alterations to the format, failing which your bid will be summarily rejected.**

## **56 OSR EQUIPMENT**

If any OSR Equipment is unrepairable or disposable, the third party surveyor shall arranged by the contractor at his own cost to certify the OSR equipment is unrepairable or disposable. Then, the replacement of the equipment will be borne by Port after accepting the survey report.

**57** Any additional work required to be carried out to comply with the directive of the Ministry of Shipping, DG Shipping and Indian Coast Guard issued from time to time such work should be carried out as instructed by Port Authority.

**58** 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.

- 59** The Port Authority reserves the right to **cancel the contract** without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract as per **clause No.4 of GCC**.
- 60** 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.
- 61** **Employer Liability Insurance:** The contractor shall indemnify and keep indemnified the Employer i.e. **NMPA** against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the contractor.
- 62** The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition )Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the **NMPA** will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 63** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

Signature of the bidder with stamp

## Annexure -1

### Bidder Information Form

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

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

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

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

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

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

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

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

#### 5. Bidder's Authorized Representative Information

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

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

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

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

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

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

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

(Authorised Signatory)

Company Seal:

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

## Annexure -2

### MINIMUM QUALIFICATION CRITERIA OF BIDDERS

<b>1</b>	<b>List of all Completed Contracts during the last SEVEN (07) years similar in nature ending on last day of month previous to the one in which tenders are invited as per clause No. 1.2 of MQC:</b>				
Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
a)	<b>Work Order/ Agreement for each completed work is to be enclosed.</b>				
b)	<b>Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total executed Contract Amount (exclusive of GST) in INR.</b>				
c)	<b>TDS certificate towards the proof of payment received from the clients to be submitted.</b>				
<b>ONGONG CONTRACTS: Completed portion of ongoing contract will be considered. The Bidder shall submit a SATISFACTORY WORK COMPLETION CERTIFICATE for the completed period of contract from its client stating the executed value of contract excluding GST.</b>					

<b>2 Details of OSR Boat / Security Boat / Pilot launch / Offshore vessel / Tug supplied in work experience (documentary evidence to be enclosed)</b>			
Name of vessel	Type of the vessel	Owner of the vessel	Supplied, Operated and Maintained by

<b>3 Existing commitments and ongoing works</b>						
1	2	3	4	5		
Sl.No.	Description of work	Contract No. date	Name of the client	Contract value	Period of contract	
					from	to

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

**UNDERTAKING**

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of “**Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years**” have not been altered, in any form by us.

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

## Annexure - 4

### Bankers Details for E Payment

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

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



## Annexure -5

### COVERING LETTER

No.....

Date:.....

To

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

Dear Sir,

**Sub:** Submission of Technical Bids

**Ref:** Tender No NMPA/DM/OIL SPILL/2022/46 dated 21-09-2023 for “Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years”

Please find attached herewith the following enclosures

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

Place:

Date:

Signature:

Seal:

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

## Annexure -6

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

### FORMAT OF POWER OF ATTORNEY

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

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

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

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

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years”**. Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON  
\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

**Annexure -7**

**TECHNICAL SPECIFICATION OF OWNED BOAT /  
NEW BUILT BOAT / HIRED BOAT**

<b>Sl. no</b>	<b>Description</b>	<b>Boat -1</b>	<b>Boat -2</b>
1	Name of the Boat		
2	Owner of the Boat		
3	<b>Length:</b> LOA to be between <b>9 Mtrs to 12 Mtrs</b>		
4	<b>Age:</b> The age of Boat should be less than <b>10 years</b> at the time of commencement of contract.		
5	<b>Capacity:</b> The Boat shall have capable of carrying minimum <b>06 persons including crew.</b>		
6	<b>Main Engine:</b> Total Main Engines BHP (including both Engines) shall be not less than <b>150 BHP</b> . The main engine of the Boat should be of reputed make for trouble free operation continuously with easy availability of spares.		
7	<b>Classification:</b> Boat should be <b>Class</b> under member of IACS and registered under <b>IV Act</b> and shall be valid during the contract period.		
8	<b>Navigational equipment:</b> The Boat shall have AIS class-A, VHF (fixed type)-1No., Search light, Electric horn, window wiper, eco-sounder, necessary <b>LSA/FFA</b> items, Solar panels etc.		
9	<b>DG set:</b> One number DG shall be installed as per requirement for maintaining Navigational equipment.		
10	<b>Safety Devices:</b> Should have appropriate safety devices		
11	<b>Hull:</b> The hull shall be made of STEEL		
12	<b>Manning:</b> Boats must be manned as per <b>IV Act</b>		
13	<b>Fenders:</b> Boats shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.		

14	<b>Anchor:</b> The boat shall have one anchor with appropriate securing / stowage arrangement.		
15	<b>Bollard:</b> Boat should have sufficient have sufficient Mooring Bollard facility.		
16	<b>Main Deck:</b> Boat shall have on Anti-skid Main Deck.		
17	<b>Tow:</b> Boat shall have tow arrangement for the OSR equipment (oil spill containment boom, flex barge etc.)		
18	<b>Storage space:</b> The boat shall have sufficient space to store required OSR equipment with proper securing to deploy at incident site and shall easily transfer from shore to boat or vice versa. The boat shall also have arrangement of OSD spray arms. The storage area to be well illuminated.		
19	<b>Railing:</b> Detachable Railing to be provided all around.		

**The specification of the Boats for which tendering is accepted and made shall be descriptive in nature with all technical particulars without any ambiguity as per **Clause No. 36** of GCC.**

COMPANY SEAL with date

SIGNATURE OF BIDDER

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

## Annexure -8

### FUEL CONSUMPTION OF BOATS

		Lit / Hour
Total Fuel Consumption of Boat-1 litre/hour (including Main Engines and DG set)	= Y1	
Total Fuel Consumption of Boat-2 litre/hour (including Main Engines and DG set)	= Y2	
GRAND TOTAL (Y1+Y2)	=Y	

**Note:**

1. At present LSHFHSD is being used by Port Crafts.
2. “Blank spaces are to be filled up without any alterations to the format”, failing which your bid will be summarily rejected.

COMPANY SEAL with date

SIGNATURE OF BIDDER

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

**DECLARATION**

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

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

**DECLARATION**  
**(Incase of Proprietorship firm)**

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

Company seal with Date

Signature of Proprietor of the Company



**UNDERTAKING**  
**(IN CASE OF NEW BUILT BOATS)**

We hereby certify that **new built boats** as per Specification in **Annexure - 7** will be deployed for operation within **180 days** from the date of issue of work order.

Also, **alternative boats** as per the **Boat requirements** – **Clause No. 36 of GCC** or higher capacity will be deployed for commencement of contract within **45 days** from the date of issue of work order.

Company seal with Date

Signature of bidder

**UNDERTAKING**

**(IN CASE BIDDER INTENDS TO SUPPLY INITIALLY HIRED BOATS  
AND SUBSEQUENTLY OWNED BOATS)**

We hereby certify that **hired boats** as per Specification in **Annexure - 7** will be deployed for operation within **45 days** from the date of issue of work order.

Also, **owned boats** as per **Boat requirements - clause No. 36 of GCC** will be deployed within **90 days** from the date of issue of work order.

Company seal with Date

Signature of bidder

## SPECIMEN FORM OF CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

(1) The Board of Members of the New Mangalore Port Authority, incorporated under the Major Port Authority Act, 2021, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**"),

and

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

WHEREAS the PORT invited Tenders against tender **no**..... for execution of "**Supply of two boats with manning and manpower for operation & maintenance of Oil Spill Response equipment & combating oil pollution for a period of 05 years**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST ] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS

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

3. In consideration of the payment to be made to **Contractor** for WORK to be executed by him, **Contractor** hereby Covenants with **PORT** that **Contractor** shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
  
4. In consideration of the due provision, execution and completion of WORK, **Contractor** does hereby agree to pay such sums as may be due to **PORT** for the services rendered by **PORT** to **Contractor** as set forth in CONTRACT and such other sums as may become payable to **PORT** towards loss, damage to the **PORT's** equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

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

**For and on behalf of the PORT**

**For and on behalf of the Contractor**

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

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

in the presence of [insert identification of  
official witness]

in the presence of [insert identification of  
official witness]

## Form -2

### SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

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

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

1. In consideration of the Board of Members of **New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of **New Mangalore Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No \_\_\_\_\_ date \_\_\_\_ made between the BIDDERS and the Board for execution of \_\_\_\_\_ covered under Tender No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Authority** an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee However, our liability under this guarantee shall be restricted to any amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, \_\_\_\_\_ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee

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

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

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

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

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

Date day of 20

Signature

For (Name of Bank)  
(Name)

**INDEMNITY BOND**

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

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

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

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

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

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

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

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

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

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

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

Station:  
Date :

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

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



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

**UNDER TAKING**

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

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

Place:  
Date:

Signature:  
Seal:

## Form -5

### Specimen Bank Guarantee Form for EMD

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

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

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

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

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

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

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

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

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

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

**“Notwithstanding anything contained herein:**

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

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

[signature(s)]

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

# PRE CONTRACT INTEGRITY PACT

## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the **Board of Members** of New Mangalore Port Authority acting through Shri \_\_\_\_\_, (Name & Designation of the Officer), New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **M/s** \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for \_\_\_\_\_ and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

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

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

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

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

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

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

### **3.0 Commitments of BIDDERS**

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

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

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

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

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

3.5\* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.
- 3.14 **The BIDDER signing IP shall not approach the Courts while representing the matters to IEMs and the contractor will await their decision in the matter.**

#### **4.0 PREVIOUS TRANSGRESSION**

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

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

## **5.0 Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs...../-** (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- i) Bank Draft or a Pay Order in favour of **FA & CAO, NMPA**
- ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
- iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of **six** months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6.0 Sanctions for Violations**

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
  - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7.0 Fall Clause**

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



## **8.0 Independent Monitors**

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission  
Name and Address of the Monitor.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9.0 Facilitation of Investigation**

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



## 10.0 Law and Place of Jurisdiction

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

## 11.0 Other Legal Actions

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

## 12.0 Validity

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

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

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

13.0 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/EMPLOYER  
Name of the Officer and Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

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

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

Witness

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

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

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

## Address of IEMs

**Shri. Prem Chand Pankaj**, Ex-CMD NEEMCO  
M 402, Pioneer Park, Sector 61, Golf Course, Extn Road, **GURGAON**.  
prempankaj@gmail.com

# BOQ - PRICE SCHEDULE

<a href="#">Validate</a>	<a href="#">Print</a>	<a href="#">Help</a>	<u>Item Rate BoQ</u>			
<b>Tender Inviting Authority: Deputy Conservator, Marine Dept., New Mangalore Port Authority</b>						
<b>Name of Work: Supply of two boats with manning and manpower for operation &amp; maintenance of Oil Spill Response equipment &amp; combating oil pollution for a period of 05 years</b>						
<b>Contract No: NMPA/DM/OIL SPILL/2022/46 DATED 21-09-2023 e-tender No. 2023_NMPT_772488_1</b>						
<b>Name of the Bidder/ Bidding Firm / Company :</b>						
<b><u>PRICE SCHEDULE</u></b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
NUMBER #	TEXT #	Number #	Text #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE per Day In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	<b>HIRE CHARGES</b>					
1.01	Day Charges (24 Hours) for Supply of two boats with manning and manpower for Deployment, Operation & Maintenance of Oil Spill Response equipment. The rate to be quoted exclusive of GST	1.000	Day		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>		

**Note:**

- GST will be paid as applicable.
- **The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.**
- Price bid evaluation will be as per **Clause No.54** of **GCC**.

**NMPA BANK DETAILS  
FOR REMITTING TENDER FEE & EMD**

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

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

The bidder can also make on-line payment directly to NMPA through “**SBI Collect**”.