



**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
EXECUTIVE ENGINEER (C)  
NIT No. CIVIL/CE(C)/EE(C)/43/2023-24**

**TENDER ID :2023\_NMPT\_779106\_1**

**Tender for**

**"GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD  
BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART  
C- AREA BETWEEN LABOUR CANTEEN AND KK GATE"**

**THROUGH E-TENDERING MODE**

**Tender Amount : Rs.19,50,252/-  
E.M.D. : Rs.46,100/-  
Tender Fee : Rs.560/- (Including [GST @ 12%](#))**

**NAME OF WORK: GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD  
BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN  
LABOUR CANTEEN AND KK GATE**

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**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
NOTICE INVITING TENDER  
SECTION I**

**1. NOTICE INVITING TENDER**

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the Contractor fulfilling the following Minimum Eligibility Criteria in two cover bidding procedure for the work of "General conservancy and cleaning of road, road berms, drains for the year 2023-24 & 2024-25 -PART C- Area between Labour canteen and KK Gate"

**Minimum Eligibility Criteria:**

a) The tenderers must have experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least three similar completed works costing not less than the amount equal to **Rs.3.91** lakhs each

or

At least two similar completed works costing not less than the amount equal to **Rs.4.88** lakhs each

or

At least one similar completed works costing not less than the amount equal to **Rs.7.81** lakhs

Note1: Similar work(s) means: **"Any Civil works OR Any Conservancy works OR Garden Maintenance Works"**

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 **Rs.2.93 lakhs**

The financial capacity of bidders would be evaluated considering the works in hand at NMPA. The port would award the work not exceeding the remaining financial capacity of the bidder. The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

In case the average turnover is Rs.3.00 crores, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00crores.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

Example:-Average Financial Turnover of the bidder=Rs.15lakhs

Cost of work in hand at NMPA=Rs.30lakhs

Therefore Net turnover of the bidder= $15-30 \times 0.30$ (30%)  
 $=15-9=Rs.6$ lakhs

Therefore financial capacity of the bidder= $Rs.6 \times 3.33=Rs.19.98$ lakhs

- c) The tenderer shall submit a copy of valid ESIC, EPF Registration Certificates along with the tender.

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs.19,50,252/-
ii)	Earnest Money Deposit (EMD)	Rs.46,100/- (Rupees Fourty Six Thousand One Hundred Only). The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, Bank Guarantee as per Annexure 9 or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) 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 Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs.560/- (Rupees Five Hundred Sixty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of

		Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered.
iv)	Document download start date and time	07-11-2023 at 15.00 HRS
v)	Seek clarification start date and time	NA
vi)	Seek clarification end date and time	NA
vii)	Bid submission start date and time	21-11-2023 at 10.00 HRS
viii)	Bid submission closing date and time	28-11-2023 at 15.00 HRS
ix)	Date & time of opening of Cover - I : Technical Part - II : Financial	29-11-2023at 15.30 HRS Shall be communicated separately.
x)	Completion period	24 (Twenty Four ) Months
xi)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs.560/- (Rupees Five Hundred Sixty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: yogindra.s@nmpt.gov.in / chiefengineer@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-

Executive Engineer (Civil)

## 2. INSTRUCTIONS TO TENDERERS

### A. INSTRUCTION TO E-TENDERING

#### 1. SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS E-PROCUREMENT PORTAL

This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

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.
4. DSC 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 the portal or on [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) 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 the EMD and tender fee as specified in the tender. The benefit of Exemption of EMD and Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered. Necessary document for having registered with similar category should be submitted along with Technical Bid.
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. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
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. Tender form Fee and EMD 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. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will be considered. The bidders shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

## **2. Cover – I Details (Technical)**

The following documents shall be uploaded online only.

1. Covering letter declaring the offer to be unconditional, confirming its



validity for 120 days and a list of all the documents submitted. As per Annexure I

2. Scanned copy of NEFT Payment details for cost of tender (tender fee)/ documentary evidence for exemption of Tender fee.
3. Scanned copy documentary evidence for exemption of EMD.
4. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
5. Details of experience and past performance of the Tenderer of works of Civil/ Conservancy within the past 7 years and details of current works in hand and other contractual commitments in the prescribed Forms respectively.
6. The qualifications and experience of key personnel in the prescribed forms.
7. Reports on the financial standing of the tenderer including profit and loss statements, balance sheets and auditor's report for the past three years and an authority from the tenderer to seek references from the tenderers bankers. The financial turnover in the last three years should be indicated in the prescribed form.
8. List of Ongoing works in hand at NMPA should be indicated in the prescribed form.
9. Tenderer should submit copy of Permanent Account Number (PAN), ESI, EPF, TAN and GST Registration certificate.
10. Information regarding any current litigation in which the tenderer is involved.
11. The tenderer has to meet all the minimum eligibility criteria. Relevant information supported by documentary evidence regarding fulfillment of the minimum eligibility criteria as stipulated in Notice Inviting Tender should be submitted along with the tender  
Experience of the tenderer / contractor for completed works in private organization as stipulated in Eligibility Criteria shall be considered only if the Tax Deduction Certificate with respect to referred work is issued by Competent Authority is enclosed by the tenderer for the respective works along with the offer.
12. Scanned copy of documents as per Annexure 1 to 13 of section I(iii) of volume-I (Original power of attorney i.e. Annexure 2 to be submitted by

post or by hand immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership

### 3. Cover – II Detail (Finance)

Price should be quoted in the BOQ template available in the portal. 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.

Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

### 4. Opening of bids

A. Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them. The date and time of opening of price bid shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid of such eligible bidders shall be opened on the specified date and time.

The price bid of Part A to E shall be opened on specified date and time in the sequence of Part - D, Part - A, Part -B, Part – C and Part-E. The tenderer found lowest in Part – A will be declared as L1 tenderer and the price bid for other part quoted by the L1 tenderer will not be opened. The procedure will be followed for other parts respectively.

Note:

i. The tenderers are advised to offer their best possible rates. The estimated amount put to tender is the bare minimum cost of work. If a firm quotes less than or equal to estimated cost put to tender, the bid will be considered as the bid with NIL charges/ NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. All entries in the tender should be entered in online without

any ambiguity.

- ii. In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.

## 5. Evaluation process

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Price Bid of such tenderers only will be opened.

- m. The date and time will be intimated to tenderers whose offers are found suitable and price bid of such tenderers will be opened on the specified date and time.
- n. The cost of stamping Agreement must be borne by the successful Tenderer
- o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
- p. If a firm quotes NIL charges /NIL Consideration, the bid shall be treated as unresponsive and will not be considered.

## **B. INSTRUCTIONS TO TENDERERS (GENERAL)**

1. E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through [https:// www.eprocure.gov.in / eprocure /app](https://www.eprocure.gov.in/eprocure/app) of CPP portal from the contractors fulfilling the following Minimum Eligibility Criteria in two cover bidding procedure for the work of "General conservancy and cleaning of road, road berms, drains for the year 2023-24 & 2024-25 -PART C- Area between Labour canteen and KK Gate"
2. Tender document can be downloaded from NMPA website <http://www.newmangaloreport.gov.in>, [www.tender.gov.in](http://www.tender.gov.in) & <https://www.eprocure.gov.in/eprocure/app>.  
The cost of tender documents 560/- (Rupees One Thousand One Hundred Eighty Only Non-refundable) to pay by NEFT. The details of payment shall be attached to the e-tender.
3. The Tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, entry restrictions to the Port being a custom bound secured area, laws and bylaws of Govt. of Karnataka or Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.
4. The Tenderers shall bear all the costs of visiting the site, collecting the information and cost for preparing and submitting the tender.
5. The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or 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. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.

6. The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
7. The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, the surface conditions, the hydrological and climatic conditions, means of access to the site, the existing roads and other means of communication, required pollution control measures in the marine areas, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Failure to comply with the requirements of the tender documents will be on tenderers own risks. Tenders who are not substantially responsive to the requirement of the tender documents are liable to be rejected.
8. Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any tenderer in connection with submission of tender. A prospective tenderer requiring any clarifications on the Tender documents may request in writing for the same from Executive Engineer (Civil), New Mangalore Port Authority, Administration Building, Panambur, Mangalore - 575010. The response /clarifications (without identifying the source of Enquiry) will be sent to all prospective Tenderers who have received the Tender documents. These shall form part of Tender documents.
9. No tender shall be considered which is not accompanied by an Earnest Money Deposit of Rs.46100/- (Rupees FourtySix Thousand One Hundred Only) or documentary evidence for exemption of EMD. In the event of tenderer withdrawing his tender before the expiry of 120 days from the last date of submission of tender, the tender shall be cancelled and the amount payable by an Earnest Money Deposit shall become forthwith payable to

Employer and decision of the Employer shall be final in that behalf. The earnest Money Deposit of unsuccessful tenderer will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of tender validity prescribed by the employer, on award of contract to the successful bidder.

- 9.1 Tender must be accompanied by Earnest Money Deposit of Rs.46100/- (Rupees FourtySix Thousand One Hundred Only) by NEFT.  
NMPA Bank Details.
1. Name of the Bank: State Bank of India, Panambur, Mangalore -575 010.
  2. Bank A/C No. 10205649448
  3. IFSC Code: SBIN0002249
  4. MICR Code: 575002011
- Contact Nos. 0824-2887306 and 0824-2407149  
Email ID: [yogindra.s@nmpt.gov.in](mailto:yogindra.s@nmpt.gov.in)/[chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in)
- 9.2 The benefit of Exemption of EMD and Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered.
- 9.3 E.M.D. of unsuccessful Tenderer will be returned immediately after Conclusion of Contact.
- 9.4 Any Tender not accompanied by an acceptable Earnest Money Deposit or documentary evidence for exemption of EMD will be rejected and such Tender will not be considered for evaluation.
- 9.5 The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- 9.6 Earnest Money deposit will be forfeited.
- If a Tenderer withdraws his tender during the period of tender validity.
  - In case of successful tenderer's failure to commence and complete the work, apart Forfeiture of other claims and dues if any payable to Contractor.
  - If the applicant submits false or misleading certificate for qualification, withdrawal of tender leading to black listing from NMPA works for the period of Three Years.
  - No interest will be payable by NMPA on the amount of tender security / Earnest Money deposit.

- In case of forfeiture of EMD, GST is applicable.
- 10 Pre Tender Meeting: Clause **-Deleted -**
  - 11 The tenderer shall submit with his tender Permanent Account Number (PAN) and also his EPF/ESI/GST registration number
  - 12 The tenderer must use metric units in the specifications and on all the drawings.
  - 13 The Tenderer shall quote realistic rates in respect of works to be executed by him. The rates shall be firm and no increase or decrease in prices will be allowed except as mentioned in the General Conditions and Particular applications of Tender document.
  - 14 The Chairman of the NMPA reserve their right to reject all or any tender without assigning any reasons or to accept any tenders in part and does not bind themselves to accept the lowest or any other tender. No reasons will be assigned for the rejection of any tender.
  - 15 The Tender shall remain valid and open for acceptance for a period of **120 days** from the date fixed for receiving the same. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by telegram or telex. The Tenderers will have an option to refuse the request without forfeiting his tender security. However, in the event of the tenderer agreeing to the request, he will not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his tender security.
  - 16 Eligibility and Qualification Requirement:-
    - 16.6 To be eligible for award of contract tenderers shall provide evidence, satisfactory to the Employer of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfillment of all the minimum eligibility criteria as stipulated in the "Notice Inviting Tender". The tenderer shall also submit following information.
      - a. Copies of original Documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
      - b. Details of the experience and past performance of the Tender on works of Conservancy / Civil works within the past seven years, and details of current works in hand and other contractual commitments in the prescribed format.

- c. Qualifications and experience of the key personnel in the format prescribed in Annexure of the Tender Document.
- d. Reports on the financial standing of the Tenderer including profit and loss statements, balance sheets and auditor's reports for the past three years. The Chartered Accountant's certificate / TDS certificate for the work
- e. Information regarding any current litigation in which the Tenderer is involved.
- f. List of Ongoing works in hand at NMPA should be indicated in the prescribed form

17 For determination of eligibility and responsiveness the tenderer shall, in addition to satisfying the requirement of sub clause-16.1 also satisfy the following criteria.

1. Average annual financial turnover of the tenderer during last three financial years i.e., 2020-21, 2021-22 and 2022-23 shall be at least Rs.2.93 lakhs plus the value of ongoing works awarded in NMPA.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA. The port would award the work not exceeding the remaining financial capacity of the bidder. The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the Annexure-6.

In case the average turnover is Rs.3.00crores, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00crores.

Example:-Average Financial Turnover of the bidder=Rs.15lakhs

Cost of work in hand at NMPA=Rs.30lakhs

Therefore Net turnover of the bidder=15-30X0.30(30%)

$$=15-9=Rs.6lakhs$$

Therefore financial capacity of the bidder=Rs.6X3.33=Rs.19.98lakhs

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

2. The tenderers must have experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least Three similar completed works costing not less than the amount equal to Rs.3.91 lakhs each



or

At least Two similar completed works costing not less than the amount equal to Rs.4.88 lakhs each

or

At least One similar completed work costing not less than the amount equal to Rs.7.81 lakhs

Note1:\*\*\*\*\***Similar work(s) means:“Any Civil works OR Any Conservancy works OR Garden Maintenance Works”**

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate

Documentary evidence for successful completion of the work shall be furnished other than NMPA work along with work order, work Completion certificate and TDS certificate.

3. The tenderer shall submit a copy of valid ESIC, EPF Registration Certificates along with the tender.
- 18 At any time prior to the last date for submission of tenders, the employer may for any reason whatsoever, change or modify the tender documents by amendments. The amendments so carried out will be published in the web sites mentioned above for information all the prospective tenderers who have obtained the tender documents.
- The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such amendments.
- 19 Tender shall be prepared, signed and submitted only by that Firm/ Corporation/Company in their name registered in the CPP portal. The tenderer shall submit complete tender and shall be without alterations, interlineations or erasures except those to accord with the instructions issued by the employer or as may be necessary to correct errors made by the Tenderers. All such cancellations, alterations or amendments shall be initialed by person or persons signing the tender.
- 20 Bid Submission
- Tender document including quoted bid price have to be submitted online only through CPP portal before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final except Power of attorney which shall be submitted in hard copy immediately after the due date of submission.

The Tender shall be submitted in Two parts.

Cover I – Technical:

The following documents shall be uploaded in cover I.

1. Scanned copy of NEFT Payment details for cost of tender/documentary evidence for exemption of tender fee.
2. Scanned copy of NEFT Payment details for EMD or documentary evidence for exemption of EMD.
3. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
4. Details of experience and past performance of the Tenderer of works of Civil/ Conservancy within the past 7 years and details of current works in hand and other contractual commitments in the prescribed Forms respectively.
5. Reports on the financial standing of the tenderer including profit and loss statements, balance sheets and auditor's report for the past three years and an authority from the tenderer to seek references from the tenderers bankers. The financial turnover in the last three years should be indicated in the prescribed form.
6. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form**
7. Tenderer should submit copy of Permanent Account Number (PAN), ESI, EPF and GST Registration certificate.
8. Information regarding any current litigation in which the tenderer is involved.
9. The tenderer has to meet all the minimum eligibility criteria. Relevant information supported by documentary evidence regarding fulfillment of the minimum eligibility criteria as stipulated in Notice Inviting Tender should be submitted along with the tender Experience of the tenderer / contractor for completed works in private organization as stipulated in Eligibility Criteria shall be considered only if the Tax Deduction Certificate

with respect to referred work is issued by Competent Authority is enclosed by the tenderer for the respective works along with the offer.

10. Power of attorney for the signatory for the tender and carrying out the works when awarded.

11. Covering letter declaring the offer to be unconditional, confirming its validity for 120 days and a list of all the documents submitted.

21 PRICE BID (Bill Of Quantities)

Price should be quoted in the BOQ template available in the portal. 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.

Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

If a firm quotes NIL charges / NIL Consideration, the bid shall be treated as unresponsive and will not be considered

22 The Tenderer should note the following procedure carefully:

- a) The tenderer should quote his basic cost offer only in price bid
- b) The work will be awarded to the tenderers who quotes total lowest amount of the bid as a whole.
- c) Tenderer should not indicate his cost offer anywhere directly or indirectly in technical bid
- d) The tenderer should quote for the work as per Technical scheme and design and scope of work as specified in tender document.

23 Tenderer should note follow before submitting the offer:

- a) Only completed work will be considered for qualification. Partly completed works or works in progress will not be considered for qualification.
- b) The value of work indicated in completion certificate only be considered for experience.
- c) If the tenderer have successfully completed the work (Date of completion of work) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement/start of work. Such experience of work is also considered

for evaluation in work experience.

- d) If the tenderer have executed the work in Joint venture before submitting the bid, then experience of such entire work will be considered only for the lead partner company/firm of the Joint Venture.

#### 24 Deadline for Submission of the Bids

- i) The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through CPP portal.
- ii) The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- iii) Price should be quoted in CPP portal. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.
- iv) The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

#### 25 Late Bids

The tenderer should ensure that their tender is received online at NMPA before the deadline prescribed. The time that is displayed from the server clock in e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

#### 26 Modification and Withdrawal of Bids

- i) Bidders may modify the prices and other required details of their Bids only in accordance with the provisions available in the CPP portal.
- ii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the Bid Security

#### 27 Bid Opening - Technical Bid

- a. On the due date and time, the Employer will first open Techno

Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

- b. In the first instance the Technical bid containing the NEFT payment details of EMD & Cost of tender document / documentary evidence for exemption of EMD and tender cost will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Technical Bid will be considered for evaluation.
- c. If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

## 28 Bid Opening – Price Bid

The tenderers are requested to quote the lowest offer. The date and time of opening of price bid shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid of such eligible bidders shall be opened on the specified date and time.

The conservancy works executed in 5 parts (Part-A Area between berth no.1 to 8), (Part-B Area between container terminal, Main gate, 30mtr road upto labour canteen), (Part-C Area between labour canteen & KK Gate),(Part-D Area from Berth no.8 to oil jetty area),(Part-E Service road from Main gate to KIOCL Junction and Thannirbhavi road)

The price bid of Part A to E shall be opened on specified date and time in the sequence of Part - D, Part - A, Part - B, Part – C and Part-E. NO contractor shall be awarded more than one work.

Therefore, the price bid of Part-D shall be opened first. Whoever become successful bidder in Part-D tender, their price bid in other part of work shall not be opened. The procedure will be followed for other parts respectively.

Note:

- i. The tenderers are advised to offer their best possible rates. The estimated amount put to tender is the bare minimum cost of work. If a firm quotes less than or equal to estimated cost put to tender, the bid

will be considered as the bid with NIL charges/ NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. All entries in the tender should be entered in online without any ambiguity.

- ii. In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.

#### 29 Clarification of Bids

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

#### 30 Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, NMPA will determine whether each Bid

- a) Meets the eligibility criteria.
- b) Has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- c) is accompanied by the requisite Bid security and;
- d) is responsive to the requirements of the Bidding documents. A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one
  - i. which affects in any substantial way the scope, quality or performance of the Works;
  - ii. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or

- iii. Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
  - e) The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.
  - f) If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
  - g) If a firm quotes NIL charges/Nil Consideration, the bid shall be treated as unresponsive and will not be considered
- 31 Correction of Errors:(Not Applicable)
- 32 Evaluation and Comparison of Bids:  
The Employer will evaluate and compare only the Bids determined to be responsive. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a) Making appropriate adjustments to reflect discounts or other price modifications offered.
- 33 Alteration of tender documents  
No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.
- 34 Alternative conditions and Proposal:  
The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part II: Price Bid of such Bidder's will not be opened.
- 35 Award of Contract  
The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be
- a) Eligible in accordance with the provisions of Clause 17, and
  - b) Qualified in accordance with the provisions of Clause 17. Clause No.30

## 36 Notification of Award

- i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 38.
- iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 28 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. No work shall be commenced before signing contract agreement. The contractor shall make 8 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement.

## 37 Release of Bid Security / EMD

The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

## 38 Performance Security

- i. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 5% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.
- ii. If the performance security is provided by the successful Bidder in the



form of a Bank Guarantee, it shall be issued by a Nationalised /Scheduled Indian bank having its branch at Mangalore and encashable at Mangalore acceptable by NMPA. The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed.

39 Fraud and Corrupt Practices

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

- i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be

deemed to constitute influencing the actions of a person connected with the Selection Process; or

- ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means
  - i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - ii) having a Conflict of Interest; and
- c) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 40 Rejection of Tender

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

#### 41 Additional Information

The "Instructions to Tenderers" shall not form part of the Contract. They are intended only to aid the Tenderers in the preparation of their tender.

Conditional Tender will be rejected outright considering it as non-responsive offer and Tender will be liable to be rejected outright if it is found that;

- a) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
- b) The downloading of document is not carried strictly as provided on

website.

- c) Disclosure/indication of the price in the technical bid shall render the tender disqualified and rejected.
- 42 Prior to the expiration of the prescribed period of tender validity or such extended period the Employer will notify the successful tenderer, by cable or telex, fax confirming in writing by registered letter that his tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful tenderer of a performance security in accordance with the provisions of General conditions of contract, the Employer will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful.
- 43 All costs, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the tenderers.
- 44 The contractor shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.
- 45 If the tenderer submits false / forged documents in support of experience, the tender will be rejected and the tenderer will be black listed from NMPA for Two years.

**3. ANNEXURES****ANNEXURE - I**

LETTER OF SUBMISSION - COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)

Date:

To,

The Executive Engineer (Civil),  
New Mangalore Port Authority,  
Administration Building,  
Panambur, Mangalore – 575 010

Sir,

Sub: "General conservancy and cleaning of road, road berms, drains for the year 2023-24 & 2024-25 -PART C- Area between Labour canteen and KK Gate "

\*\*\*\*\*

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

I / We declare that the offer is unconditional, and validity for 120 days  
I/ We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- i. Power of Attorney (if any)
- ii. Organization Details (Annexure 3)
- iii. Details to fulfill the "Minimum Eligibility Criteria" and certificates - (Annexure 4)
- iv. Average Financial turnover over the last three financial year - (Annexure 5)
- v. List of work in hand at New Mangalore Port (Annexure-6)
- vi. List of tools and plants (Annexure 7)
- vii. Declaration (Annexure 8)
- viii. Format For Furnishing Bank Information for E-Payment Annexure 10&11
- ix. Indemnity Bond (Annexure 12)
- x. EMD Paid by NEFT vide UTR No.....dtd. .... of (name and address of the branch).
- xi. Tender fee paid by NEFT vide UTR No.....dtd. .... of (name and address of the branch).
- xii. Copy of valid PAN card, ESI, PF & GST Registration certificate.

Signature  
(Authorized Signatory)

**Annexure – 2**

ON STAMP PAPER of Rs 100/-

“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”

-----

FORMAT OF POWER OF ATTORNEY (in original)

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 Construction of New CISF barrack at New Mangalore Port or any other works incidental to such construction 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 – 3**

“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”

**ORGANIZATION DETAILS**

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:  
Telephone No. :  
Fax No.
3. Description of Applicant  
(for e.g. General, Civil Engineering etc.,)
4. Registration and Classification of Contractors:
5. Name and address of bankers:
6. Number of years of experience as a general contractor:-  
In own Country:  
Internationally:
7. Number of years of experience as a sub-contractor:
8. Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:
9. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
10. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Signature  
(Authorised Signatory)

## NEW MANGALORE PORT AUTHORITY

**“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

## ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

Sl. No.	Description	Bidder to fill up the details here
1	Name and Address of the Client	
2	Title of the Eligible Assignment	
3	Date of completion of the Eligible Assignment	
4	Project Cost	
5	Reference No of the enclosed work order	
6	Reference No of the enclosed Client work Completion Certificate	
7	Reference No of any other documentary evidence; if enclosed.	
8	Name, telephone no, telefax no and email address of the client's representative	
9	Description and Scope of Work	

Signature  
(Authorised Signatory)

**Certificate from the Statutory Auditor**

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:

- i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the “Instructions to Tenderers”.
- ii. A separate sheet should be filled for each of the eligible assignments.
- iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.



**ANNEXURE - 5**

## NEW MANGALORE PORT AUTHORITY

"GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE"

FINANCIAL TURNOVER

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

	2020-21	2021-22	2022-23
Turnover in Rs. In Lakhs			

Note:

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

**Contractor**

**ANNEXURE – 6**

NEW MANGALORE PORT AUTHORITY  
 “GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR  
 THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND  
 KK GATE”

LIST OF ONGOING WORKS IN HAND AT NMPA

The Tenderer shall furnish in the format given below details of works being  
 carried out by him at the time of bidding in NMPA

Sl.No	Name of work	Work order No. and Date	Value of Work Order in Rs.	Average annual financial turnover as per MEC for the work

**Bidder**

**ANNEXURE – 6A (Not applicable)**

NEW MANGALORE PORT AUTHORITY

“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature  
(Authorized Signatory)

**Annexure – 7**

## NEW MANGALORE PORT AUTHORITY

“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”

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## PLANT AND EQUIPMENT PROPOSED FOR THE WORK (Not Applicable)

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

Descript ion of equipme nt	Require ment no. / capacity	Owned / leased / to be procure d	Nos / capac ity	Age / conditi on	Remarks (from whom to be purchased)	At what stage of contract period the equipment will be available

Note:- The equipment indicated in the above statement will form part of contract agreement & as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column.

Signature  
(Authorised Signatory)

## NEW MANGALORE PORT AUTHORITY

“GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE”

## DECLARATION

We M/s. (Name & address of the bidder) hereby declare that:-

- i. I have read the tender document Vol. I (Section I to III) Vol.II (Section IV and V) and Vol.III (Section V and VII) and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.
- iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor'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. Indemnity Bond shall executed in prescribed format.

- vi. We shall comply with all the Central State and Municipal Laws and Rules and we 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 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 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.
- vii. We undertake that, we are 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 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
- viii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

\* Note: Delete whichever is not applicable.

Signature  
(Authorised Signatory)

**ANNEXURE-9****BID SECURITY (BANK GUARANTEE) (NOT APPLICABLE)**

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ [date] for the General conservancy and cleaning of road, road berms, drains for the year 2023-24 & 2024-25 -PART C- Area between Labour canteen and KK Gate (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice

of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs ..... (Rupees ..... only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ..... day of ..... 20 .....

DATE\_\_\_\_\_ SIGNATURE OF THE BANK\_\_\_\_\_

WITNESS\_\_\_\_\_SEAL\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Signature, name and address]

\_\_\_\_\_

\_\_\_\_\_

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.



**ANNEXURE-10**

## DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

**ANNEXURE-11**

## FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal

### INDEMNITY BOND

(To be furnished in Stamp paper not less than Rs.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 herein 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 Whereas, the clauses 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 Muncipal 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 Workmen Compensation Act or any other applicable legislation and the 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 & 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.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

#### 4. FORM OF AGREEMENT

Name of work:

Letter of Authority: ( work order No. and date)

I. ( Name of Contractor) , do hereby agree to execute the above work at rates noted in the **"Schedule of Quantities and Rate"** which amounts to Rs.**(Agt. Amount) (Agt. Amount in words)** subject to the conditions and specifications set forth in the contract, the work shown upon, the drawing described in the said specifications and comply with the rate of progress noted therein.

**This contract document contains Pages including this page and drawing in all.**

Signature and Address of the Contractor with date

Dated signature of the witness to  
the contractor's signature with full address

The contract agreement is hereby accepted by me on behalf of the Board of members the New Mangalore Port Authority on the ..... day of ..... 20XX and assigned No. CEA/ /20XX-XX

Signature of the officer who accepts the  
agreement on behalf of the Board of  
members of New Mangalore Port Authority

Chief Engineer (Civil)  
New Mangalore Port Authority

## 5. PERFORMANCE BANK GUARANTEE

In consideration of the Board of members of the New Mangalore Port Authority, incorporated under the Major Port Trust's Act, 1963, having its Administrative office at Panambur, Mangalore, which expression shall mean and include its successors and assigns (hereinafter called "the Board") having agreed to exempt (Name of Contractor) Processors having its Registered office at (address) which expression shall mean and include their Successors, and Assignees (hereinafter called 'the said Contractor') from the demand, under the terms and conditions of the Work order No. and date made between the Board and the said contractor for the work of " (Name of work) (hereinafter called "the said Work order") of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs.....(Rupees ..... only), we, M/s .....(bank)., a company registered under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office and one of its branches at.....(bank address) (hereinafter referred to as the "Bank") at the request of the Contractor, do hereby irrevocably and unconditionally undertake to pay to the Board an amount not exceeding Rs..... (Rupees ..... only) on demand against any non-performance, loss of damage caused to or suffered by the Board by reason of any breach by the said Contractor of any of the terms or conditions contained in the Agreement.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSTH AS UNDER:

1. We M/s .....(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 required to meet the recoveries due or likely to be due from the said Contractor.
2. 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 an amount not exceeding to Rs...../- (Rupees.....only).
3. We, M/s .....(bank). Undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings 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 guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We M/s .....(bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer i/c on behalf of the board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
  5. We, .....(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 Agreement or to extend time of performance by the said Contractor 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 Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor 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.
  6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor.
  7. We.....(bank) lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.
  8. This guarantee shall remain in full force and effect up to.....and extendable from time to time upto the defect liability period as per the relevant clauses of the tender on demand by the Board.
- Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs.....(Rupees .....only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this .....day of .....

(Seal with Signature of the Bank)

Witness:



## 6. SCOPE OF WORK

THE SCOPE OF WORK COMPRISES OF "GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE" by awarding the work on contract basis includes :-

Conservancy and cleaning the road surface and road berms daily by sweeping including removing all debris, spillage and loose materials, chipping, scraping, removing all materials and carrying debris to suitable places immediately so as to keep the area neat and clean as directed by the Engineer-in-charge including cost of all materials, labour, T & P, hand carts, and all other incidental charges etc. complete.

[Note:- The total area mentioned is the quantity proposed for Two year from the date of commencement of work]. Upon award of work, the Contractor has to execute the work along with list of tools & plant, details and number of labours proposed to be deployed for the work. All registers pertaining to the work including labour records shall be maintained by the Contractor and shall be produced to the department at any time during inspection of works.

(The contractor has to deploy minimum 5 No. (2male+3female) of labours per day)

### 7.1 Metrological Data

#### 8.1.1 Climate

Temperature Max	34°C
Temperature Min	18°C
Annual Rainfall	About 3450 mm
Weather	Tropical Climate with high humidity

#### 7.1.2 Wind

The winds in the monsoon months of June, July and August are predominantly from South-West and West with a maximum intensity of 5 in the Beaufort scale (with occasional squall up to force 6)

#### 7.1.3 Storms/Cyclones

Even though Mangalore is within the cyclone area of storms originating in the Arabian sea and those that enter across the Indian Peninsula from the Bay of Bengal cyclones are not as severe or frequent as in the Bay of Bengal. Historically, there has been no major cyclone in the region for last many years

### 7.2 Site

The location and extent of the site is shown on the drawing No. **22/125-LP** The work site falls within notified limit of New Mangalore Port.

## 7. APPENDIX TO TENDER

### Important Clauses of Contract Important Clauses of Contract

Clause No.	Description	Remarks
4	Mobilization period	7 days (However no work shall be commenced without signing contract agreement)
4	Time of completion	24 (Twenty Four ) Months
5	Performance Security	As per clause The Penalty for the delay in submission of the Performance guarantee shall be at the rate of 5% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.
26	Labour	As per clause
28	Minimum amount of third party insurance	Rs.5 lakhs in any one incident and to be recouped after every incident till completion of work
33	Traffic Regulation	As per clause
37	Supply of Materials	All the materials required for execution of work are to be arranged only by the Tenderer
38	Water Supply	As per clause
39	Power Supply	Chargeable basis.
53	Variation Limit	+/-10% of the contract award price
58	Payment of taxes Import or a incidental charges	Payment has to be made by the Contractor
59	Escalation	As per clause
60(b)	Time within which payment to be made after certification of bill by the Engineer in charge	30 days
62	Limit of retention money	10% of the total tax invoice subject to maximum of 5% of contract including GST as applicable
63	Refund of retention money	As per clause
68	Penalty for unsatisfactorily works	As per Clause

## 8. GENERAL CONDITIONS OF CONTRACT

### 1. Definitions and Interpretation:

In the contract (as hereinafter) defined 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 Authority a body corporate under the major ports Trust's Act, 1963 or their successors and assigns, acting through its Chairman/Dy. Chairman or Chief Engineer (civil) or any other officers so nominated by the Board.
  - b) "Contractor and / or Tenderer" means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workmen, personal representatives, successors and permitted assigns.
  - c) "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, drawings, specifications, Bill of Quantities and Schedules any amendments there to, tender bid, letter of acceptance and the Contract Agreement.
  - d) "Contract Price" means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- "Specification" means the specification referred to in the tender 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.
- e) "Drawings" means the drawings prepared by the Employer and attached to Tender document.
  - f) "Site" means the land and other areas on, under in or through which the permanent works or Temporary works are to be executed or carried out and any other lands or area provided by the Employer for the purpose of contract.
  - g) "Engineer-in-charge" means an officer of NMPA as nominated to be in charge of works of this tender by Chief Engineer (Civil).
  - h) "Works" means the work to be executed in accordance with the contract as described in the scope of the work, Bill of Quantities, Technical Specifications including modified, extra and additional work to be executed under the contract and other documents forming part of Tender documents. Specification and drawings submitted by the Contractor and shall include all temporary works and permanent works.

i) "Approved/Approval" means the approval in writing.

**2. Singular and plural:**

Words importing the singular only also include the plural and vice versa where the context requires.

**3. Headings or notes:**

The headings and marginal notes in these conditions of contract and instructions to tenderers or elsewhere in the tender shall not be taken to be part there of tender document or be taken into consideration in the interpretation or construction thereof or of the contract.

**4. Completion period:**

The work shall be completed in accordance with the provisions of the contract with any authorized alterations, amendments, addition or omissions within the completion period stipulated in Tender Notice or such further period as may be allowed by the Engineer

The Contractor shall commence the work within 7 days from the date of issue of acceptance letter by the Employer and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct. The completion period of this contract shall be 24 (Twenty Four ) Months from the date of issue of acceptance letter excluding first seven days as mobilization period.

**5. Performance Security:**

Within 21 days after the issue of the notification of the award of contract from the Employer, the successful Bidder shall deliver to the Employer a Performance Security in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee of a Scheduled Bank, having its branch at Mangalore and encashable at Mangalore for an amount equivalent to 5% of the Contract price (including GST), as applicable rounded off to the nearest 1000, as per draft annexed hereto guaranteeing the performance of the contract. The cost of the Bank Guarantee to be so entered into shall be borne in all respects by the contractor. Failure of the successful tenderer to furnish the required Bank Guarantee shall constitute sufficient grounds for the termination of the contract and EMD shall be forfeited. The validity of the performance security shall be renewed

time to time till completion of the work. The performance security of 5% of the contract price (including GST) shall be valid for contract period and will be extended for further if required.

In the event of forfeiting the EMD / LD / SD / Performance Security GST is applicable and while imposing penalty applicable GST shall be collected.

**6. Care and diligence:**

The contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective carrying out of their duties.

**7. Signing of Agreement:**

Upon the receipt of the notification of award, the successful tenderer shall prepare a draft of the agreement as per form annexed as "FORM OF AGREEMENT" and submit the same to the Employer. The employer shall return the draft duly approved and the successful tenderer shall get the same engrossed, have the correct amount of stamp duty and thereafter return the same duly signed and executed on behalf of the successful tenderer, all at his own. No work shall be commenced without signing contract agreement.

**8. Preparation of copies for the contract documents :**

Upon signing the contract agreement, the contractor shall make **eight** copies of contract document in hard bound cover which shall comprise all the documents used in contract/Agreement and provide the same to the Employer at no extra cost.

**9. Handing over of site -**

The Engineer in charge, after the issue or written order to Contractors to commence the works, give to the Contractor possession of so much of the site as in the opinion of the Engineer in charge may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme referred to in clause 12 of the General Condition of Contract and will from time to time as the work proceed, due to the contractor possession of such portion of the site as may in the opinion of the Engineer in charge be required to enable the Contractor to proceed with the construction of the work without interruption of the work in accordance with the said programme. The Engineer in charge reserve the right to take back from the Contractor the portions of "site" which in the Engineers opinion

is considered unnecessary for the purpose of "Works". If the Contractor suffers any delay due to failure in handing over the site accordance with the terms of this clause, the Engineer in charge grant an extension of time for the completion of the works without any financial repercussions on the either side.

**10. Setting out - Blank**

**11. Assignment and subletting:**

The contractor shall not sublet the works or any part thereof without the written permission of the Employer nor assign his right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub contractor or his servants agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub letting under this clause

**12. Programme of work and progress reports:**

The contractor shall submit to the Employer within two weeks of the award of contract six copies of a detailed CPM schedule or bar chart showing them approved from estimated date or commencement and completion of the various section of the works. The detailed CPM or schedule or bar chart shall be supplied to the employer and when it is revised. The Contractor to the employer before the second day of every week progress during the preceding week on all items of each section of the work in relation to and in respect of the detailed CPM schedule.

**13. Rate of Progress:**

The Contractor shall submit a weekly progress report to Engineer in-charge. If for any reason, the rate of progress of the works or any section thereof at any time in the opinion of the Employer is too slow to comply within the time for completion, the employer shall so notify the contractor who shall there upon take such steps as are necessary, subject to the consent of the Employer to expedite progress so as to comply with the time of completion. The contractor shall not be entitled to any additional payment for taking such steps, as a result of any notice given by Employer under this clause. If the contractor considers that it is necessary to do any work at night or on locally

recognized days of rest he shall be entitled to seek the consent of the Employer to fulfillment of conditions necessary on account of security, safety and ensuring quality of works.

**14. Working Hours:**

8 (eight) hours per day with one hour recess. No work shall be carried out on Sunday except with the previous permission in writing of the Employer. Granting of permission will be entirely at the discretion of the Employer and cannot be claimed by the Contractor as a matter of right and the refusal to grant such permission will not be a ground or an excuse for not completing the work within the stipulated time nor a ground or an excuse for extension of time for completion of the contract. The work involved shall have to be carried out in the Custom bound area and hence the entry regulations thereof shall have to be followed.

**15. Labour Camp Area and area for setting up plant and office:**

The contractor shall be allotted a rent free area for site office and plant. The Contractor shall at his cost and expenses fill the said area up-to a suitable height including access thereto it so required at his own cost to make it habitable. The contractor shall at his cost and expenses arrange required water and electricity, sanitation, cook houses fire prevention and fire-fighting equipment, furniture, crèche for children of his staff and labour employed for the purposes, other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer for their labour camp. The contractor shall have to abide by the custom and security restrictions, if any.

**16. Use of Ground: (Deleted)**

**17. Temporary fencing, gate etc.: not applicable**

Tenderer shall provide fencing or gate if necessary during execution of work.

**18. Access to Site:**

The Contractor shall obtain prior permission of the Employer before any person not directly connected with the works visits the site. Contractor shall obtain prior permissions for his workers gate pass/for materials etc., as may be required to carry out the works inside the custom area of from the Employer and shall follow the rules and regulations Employer which may be enforced from time to time for entry or exit.

**19. Contractor's Employees:**

- 19.1 The contractor shall provide and employ on the site in connection with the execution and maintenance of the works:
- a) Only such technical assistants as are skilled and experienced in their respective fields and such foremen and leading hands as are competent to render proper supervision to the works they are required to supervise.
  - b) Such skilled, semiskilled and unskilled labours as are necessary for the proper and timely execution and maintenance of the works.
- 19.2 When so directed by the Engineer-in-charge the contractor shall remove forthwith from the works any persons mentioned in Cl.19 above employed by the Contractor in or about the execution or maintenance of the works, who in the opinion of the Engineer-in-charge misconduct himself or is incompetent or is negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable and such persons shall not be re-employed on the works without the written permission of the "Engineer-in-charge". Any person so removed from the works shall be replaced without delay by a competent substitute approved by the "Engineer-in-charge".
- 19.3 Any person previously employed by the New Mangalore Port Authority on regular basis is not allowed to work as Contractor or as his employee for a period of two years from the date of his retirement from the Employer's service, without the previous permission of the Employer. The contract is liable to be cancelled if either the contractor or any his employee is found at any time to be such a person who had not obtained permission of Employer as aforesaid before submission of tender or engagement in the Contractor's service as the case may be.
- 19.4 The Contractor shall if required by the Engineer-in-charge deliver to the Engineer-in-charge or his representative return of labour in such form and at such intervals as the Engineer-in-charge may prescribe showing the details of the supervisory staff and the numbers of other class of workers from time to time employed by the Contractor on the works.

## **20. Contractors Temporary Structures:**

The Contractor may, at his own costs and expenses and subject to the approval of the Employer and statutory authorities, construct offices, stores, workshop and accommodation of staff and labour in the area allocated to him and remove the same as per the orders of the Employer on completion of the



contract. Site office accommodation shall not be provided by the Employer. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Employer and the Contractor shall satisfy the employer as to their safety and efficiency. Employer may direct those temporary works which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Employer's directions/instruction, on maintenance of all the equipment's and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The employer, may if they deem fit, direct the contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The contractor shall immediately follow Employer's directions/instructions.

**21. Protection and care of service lines:**

Drains, pipes, cables, overhead wires and similar services whether above or below the ground and/or not shown on the drawings which may be encountered in the course of the works shall be saved and kept harmless from injury and /or loss or damages by the contractor at his own costs and expenses so that they continue to be in full and uninterrupted use to the Employer. The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The contractor shall at his own costs and expenses and without any delay repair and make good to the satisfaction of the employer, any injury and/or loss or damage caused by the contractor to the same.

**22. Environmental Controls:**

Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations

**23. Not Foreseeable physical obstructions or conditions: Deleted**

**24. Care of Works:**

The contractor shall take full responsibility for the care of the works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Substantial Completion Certificate for the whole of the Works. When the responsibility for the said care shall pass to the Employer provided that:

- a) if the Engineer-in-charge issues Substantial Completion Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the

Taking-over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and

The contractor shall take full responsibility for the care of any outstanding works and materials and Plant for incorporation therein which he undertake to finish during the Defects Liability period until such outstanding works have been completed.

24.1 Responsibility to Rectify Loss or damage:

If any loss or damage occurs to the works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof from any cause whatsoever other than the risks defined in sub -clause 24.3, Contractors, shall, at his own cost rectify such loss or damage so that the permanent work confirming every aspects with them provisions of the contract to the satisfaction of the Engineer in charge. The Contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses -69.

24.2 Loss or damage due to Force majeure:

In the event of any such loss or damage occurring from any of the risks defined in sub - clause 24.3 or in combination with the other risks, the contractor shall if and to the extent required by the employer, rectify the loss or damage and the employer shall determine an addition to the contract price in accordance with Clause 52 and shall notify the Contractor accordingly. In the case of a combination of a risks causing loss or damage any such determination shall pay into account the proportional responsibilities of the Contractor and the Employer.

24.3 Force Majeure:

Force majeure even shall mean any events or circumstances or a combination of events or circumstances set out here and there, which materially and adversely affect the contractor or the employer claiming force majeure ("effected Party") performing its obligations in whole or in part under this contract and which is/or beyond the reasonable control of the effected party and which the effected party could not have prevented by the exercise of the reasonable skill and care and which (or the consequent of which) material and adversely effects the performance by the effected party of its obligations under this contract in whole or in part:

- a. Acts of god or events, such as storm, cyclone, hurricane, flood, landslide, volcanic eruption or fire (to the extent originating from a source external to the project) effecting the construction or operation of the Project/project facilities and services.
- b. War, (Whether war be declared or not), invasion, act of foreign enemies.
- c. Rebellion, revolution, insurrection, or military or usurped power or civil war.
- d. Epidemic, famine.
- e. Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- f. Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- g. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- h. Loss or damage due to the use of occupation by the Employer of any section or part of the permanent works, except as may be provided for in the Contract.
- i. Loss or damage to the extent that it is due to the design of the works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

## **25. Notice and Licenses**

The Contractor shall at his costs and expenses give to the Municipal or Panchayath, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc. for temporary obstructions, enclosures and pay all fees, taxes charges etc., which may livable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

## **26. Labour :**

- i. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

- ii. The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the contractor's staff and labours.
- iii. The Contractor shall not 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 sub-contractor/s, his/their servants, agents or employees.
- iv. The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-contractor/s, his/their servants, agents or employees.
- v. The contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and other customs.
- vi. In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- vii. The contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- viii. The contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and reenactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract labour(Regulation and Abolition) Act, Minimum wages Act, Provident Fund Regulations, Employees Provident Fund Act etc., and sanitary arrangement for the said Act. Health and Sanitary Arrangements for workmen. Insurance and other benefits, etc., and shall indemnify and keep the Employer indemnified in case any proceedings are taken/commenced by any authority against the Employer for any contravention of any of the laws or scheme by the Contractor. If as a result or contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the

Employer shall be entitled to deduct the same from any moneys due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

- ix. The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules thereunder and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations thereunder shall be the responsibility of the contractor and the N.M.P.T. will take no responsibility for the same. The contractor should take workmen's Compensation Policy for this work and submit the same to the Employer before starting of the work
- x. The contractor shall maintain the records prescribed under ESI regulations and make the contribution towards ESI in respect of persons employed by the contractor. The contractor shall also make available such records for inspection by ESI inspector during the inspection and furnish copies off all such records to the Employer regularly.
- xi. The contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for Mangalore District payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer whichever may be higher. The minimum wages shall be paid per worker per day as per prevailing wages.
- xii. The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-contractors in connection with the said works as if the labourer had been directly employed by him.

- xiii. The contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.
- xiv. The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Employer and the Conciliation Officer(Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall interalia include the following particulars of each worker:
  - a) Name, works number and grade.
  - b) Rate of daily or monthly wage
  - c) Nature of work on which employed
  - d) Total number of days worked during each wage period.
  - e) Total amount payable for the work during each wage period.
  - f) All deductions made from the wage with details in each case of the ground for which the deduction is made.
  - g) Wage actually paid for each wage period.
- xv. The contractor shall provide a wage slip for each worker employed on the works.
- xvi. The wage records and wage slips shall be preserved by the Contractor for minimum period of 12 months after the last entry or such time as the Employer may fix in that behalf.
- xvii. The contractor shall allow inspection of the aforesaid Wage Records and Wage slip to the Employer at a convenient time and place after notice is received by him from the Employer demanding such inspection.
- xviii. The Employer or any other person authorised by them on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clauses. The Employer shall also have the power to investigate into any complaint regarding any default made by the Contractor or his sub-contractor in regard to such provision.
- xix.
  - l) A workman shall be entitled to be represented in any investigation or enquiry against him by :

- a) An officer of a registered Trade Union of which he is a member
  - b) An officer of a federation of Trade Unions to which the Trade Union referred to in previous sub-clause is affiliated.
  - c) Where the worker is not a member of any registered Trade Union by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.
- II) The contractor or sub-contractor shall be entitled to be represented in any investigations or enquiry under this clause by an officer of an Association of Employers of which he is a member.
  - III) No party shall be represented by a legal practitioner in any investigation or enquiry under this clause unless all parties agree.
- xx. The contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O convention (No.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety appliances goggles, helmets, masks, etc. to the workmen and the staff.
  - xxi. The contractor shall at his own expense provide footwear and other gears and equipment for all labour engaged on concrete mixing work and all other types of work involving the use of tar, cement etc. to the satisfaction of the Employer and on his failure to do so, the Employer shall provide the same and recover the cost thereof from any amount due or which may become due to the contractor or from any amount lying with them or under their control.
  - xxii. Contractor shall furnish particulars of all labour proposed to be employed by him on the works in NMPA area indicating their names, father's name, present address, permanent address and two photographs. This is in addition to other requirements regarding security passes etc. if any.
  - xxiii. The engineer-in-charge shall have the right to withhold for the benefit of the worker or workers from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the regulations.

xxiv. For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

**27. Insurance for personal injuries:**

The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 25 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

- i. 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 Subcontractor.
- ii. Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The Contractor shall execute indemnity bond in prescribed format.
- iii. The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The 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 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.

- iv. The Contractor 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 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.
- v. PERSONAL PROTECTIVE EQUIPMENTS The Contractor shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

#### **28. Third Party Insurance:**

Before commencing the execution of the work the contractor shall insure in the joint names of the employer and the contractor against any damage or loss or injury which may occur to any property or to any person (including property and employees of the employer) by or arising out of the execution of the works or temporary works in the carrying out of the contract. Such insurance shall be effected with an Indian Insurance Company and in terms approved by the employer (which approval shall not be unreasonably withheld) and for at least the amount shown in the Appendix to the tender and the contractor shall have to produce to the Engineer-in-charge the policy or policies of insurance and the receipt for the payment of the current premiums.

#### **29. Provisions of Latrines, Urinals etc.**

The Contractor shall provide at his own cost proper latrines and urinals for his workmen to the satisfaction of the Employer at approved sites in such numbers as the Employer may require and shall compel his servants, agents and workmen to resort to the use of such latrines and urinals. The said latrines and urinals shall be carefully maintained by the Contractor.

#### **30. Provision of First Aid Box:**

The contractor shall at his own cost provide and maintain at the site of works a standard first aid box as directed and approved by the Employer.

#### **31. Anti Malaria Precaution.**

The Contractor shall at his own costs and expenses take such precautions as may be necessary to prevent the breeding of mosquitoes on the work during the construction and all receptacles used for shortage of water for soaking bricks etc. must be suitably protected for this purpose or must be emptied at the close of the work every day.

**32. Strike/Lock out by contractors employees:**

Non-availability of labour or strike by the contractor's employees or lock out shall not be a ground or any excuse for not completing the works within the stipulated time nor shall be a ground or any excuse for extension of period of completion of works.

**33. Traffic Regulations:**

The area of execution is in Custom bound area. All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried out so as not to interfere unnecessarily or improperly with the usual operation, or the access to use and occupation of public and private roads or and foot paths to or of properties whether in the possession of the Employer or of any other person. The contractor shall indemnify the employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the contractor is responsible for.

**34. Opportunities for other contractors –**

The Contractor shall, in accordance with the requirements engineering charge afford all reasonable opportunities for carrying out their work to:

34.1

- a. any other contractors employed by the Employer and their workmen.
- b. The workmen of the Employer and
- c. The workmen of any duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works.

34.1 Facilities for Other Contractors:

If, however pursuant to Sub-Clause 34.1 the Contractor shall, on the written request of the Engineer in charge

- a) Make available to any such other contractor, or to Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or

- b) Permit the use, by any such, of Temporary works or contractor's equipment on the site, or
- c) Provide any other service of whatsoever nature for any such the Engineer shall determine an addition in the Contract Price in accordance with Clause 52 and shall notify the contractor accordingly, with a copy to the Employer.

**35. Plant and equipment:**

Contractor shall at his own costs and expenses provide all labour, haulage, transportation of plant and equipment's to be used for executing the contract, all materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of the Employer.

**36. Insurance of works and Contractors equipment -**

36.1 Exclusions:

There shall be no obligation for the insurance in sub clause 24.1 to include loss or damage cost by Force Majeure events /circumstances as per the Clause 24.3 hereinabove.

**37. Materials:**

The Employer will not supply any construction materials of whatsoever nature and kind for the execution of the contractor shall at his own costs and expenses make his own arrangement for obtaining all materials required, for the execution of the work and ensure that the requisite materials are procured in time.

**38. Water supply: (not applicable to this contract)**

The Contractor shall be allowed to draw water for the execution of work from the nearest point of existing water supply line at the rate of Rs.14.50 per cum or at prevailing notified rates. The contractor shall note that this rate may vary during the contract period and water charges will be recovered at the prevailing notified rates. The Contractor shall at his costs and expenses lay their water pipe line / water meter to meet his requirements considering the fluctuations in regard to pressure and timings of water supply. The contractor shall at his own costs and expenses provide storage tank, pumps, water meters etc., to meet his requirements considering the fluctuations in regard to the pressure and timings of water supply. Non availability of water for execution of work within the stipulated time will not be ground or an excuse for not completing the work within the stipulated period nor a ground or an excuse for claiming any extra or additional cost which the contractor may have to incur for obtaining the same from any other or alternate sources

nor shall be a ground of any excuse for extension of period for completion of works.

**39. Power Supply:**

The Contractor shall be allowed to draw Electrical supply for the execution of work from the nearest existing electrical sub station at rate as notified by NMPA from time to time. The contractor shall at his own cost and expenses, lay the electrical cables/fittings, etc to meet his requirements. The contractor shall provide Trivector Meter to read consumption in units, power demand and power factor. Delay in supply or non availability of electrical supply within stipulated time will not be a ground or an excuse for claiming any extra time or additional cost which the contractor may have to incur for obtaining the same from the other or alternative sources or shall be a ground if any excuse for extension of period for completion of work

**40. Fuel Supply: Deleted**

**41. Telephone : Deleted**

**42. Recommendatory letter:**

The Employer shall on written application by the Contractor and without guaranteeing and / or without assuming any responsibility in that behalf issue a certificate to the concerned authorities supplying fuel, power etc. showing the bonafides of the Contractor and detailing the work entrusted to him under this contract.

**43. Non availability :**

Non-availability of water, fuel, power any equipments materials necessary for execution of work within the stipulated time will not be a ground or an excuse or for not completing the work within the stipulated time nor a ground or an excuse for claiming any extra or additional cost which the contractor may have to incur for obtaining the same from any other or alternate sources nor shall be a ground or an excuse for extension of period for completion of works.

**44. Keeping the site clean:**

The contractor shall at his own costs and expenses, at all times keep the site free from all obstructions and dispose of all surplus excavated materials, rubbish etc., and other materials in such manner as he deems fit or as directed by the Employer.

**45. Workmanship**

All the works shall be executed in the best and most substantial workman like manner in accordance with particulars contained in or implied by the Scope of work, specifications, Bill of Quantities and schedules, drawing or according to such other additional particulars, instructions and approved drawings issued during the execution of the work to the entire satisfaction of the Employer.

**46. Records:**

The contractor shall keep and maintain work passing register, attendance register, EPF and ESI contribution register, the copy of Bank account details of the labours deployed by the contractor to be submitted to this division, material account register, work diary and such other records which they are bound to keep or which are required to be kept under any provisions of law time being in force or that may be enacted subsequently and the same shall be made available for inspection of the employer from time to time as and when demanded by the Employer.

**47. Quality of Material:**

The contractor shall give the specification of quality and workmanship of materials to be used in the execution of the work as specified in the Tender document.

**48. Inspection :**

Employer shall have full liberty from time to time and at all times to inspect, examine and test the materials and workmanship and shall at any and every such time reject any or all of the materials or workmanship, which may seem to them defective or unfit or improper for the purposes to which they are applied or intended to be applied or not in accordance with the description mentioned in or intended by the specification or the drawings submitted by the Contractor.

**49. Defective Materials:**

If the employer considers any materials unfit for use or not in accordance with the specification, the same shall be removed by the contractor from the site and / or the work within 3 days after notice to that effect has been given to the contractor and on the contractor failing to remove such rejected materials, the same shall be removed by the Employer at the Contractor's risk and cost.

**50. Defects in workmanship:**

The Contractor shall within 24 hours after notice in writing to that effect has been given by the Employer, pull down and remove such portion of the work as the Employer may consider to be not in accordance with the specification given by the Contractor or is executed in an unsatisfactory manner and shall

at his own cost make good, within 7 days by reconstruction or otherwise, as the Employer may direct, all defects in workmanship, which may appear either during the progress of the works or any time within the free maintenance period from the date on which completion certificate is issued by the Employer although the works or materials may have been previously passed or even if the Contractor's attention had not been previously drawn to the unsatisfactory nature thereof. No certificate that may be granted by the Employer under these presents shall relieve the Contractor from his liability for and in respect of unsound work, any defect in workmanship or work or bad materials discovered subsequent to the date of such certificate.

**51. Execution :**

The contractor shall in consideration of payments to be made to him as hereinafter provided execute and do the works set forth as described in the scope of the work, guidelines and specifications, including any amendments or additions or alterations or changes thereto approved by the Employer.

**52. Additions and alterations:**

The Employer shall have power and authority from time to time and at all times to make amendments or additions or alterations or changes in the scope of the work, and specifications, drawings and Bill of Quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the works and the Contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications Bill of Quantities and Schedules and drawings. The Employer may also vary or alter the levels or positions of any of the works contemplated/by approved specifications or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount specified by the contractor and where the rates are not specified, then a suitable rate backed up by rate analysis shall be submitted by the Contractor and agreed upon between the contractor and the employer. In the event of disagreement, the Employer shall fix such rates

or prices as shall in their opinion be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

**53. Variation Exceeding +/-10%**

If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 10 per cent of the sum named in the letter of acceptance results from:

- a) The aggregate effect of all variation orders and
- b) All adjustments upon measurement of estimated quantities set out in the Bill of Quantities, but not from any other cause the amount of the contract price shall be adjusted by such sum as may be agreed between the contractor and the Employer or failing agreement, fixed by the Employer having regard to all material, and relevant factors, including the contractor's site and general overhead costs of the Contract.

**54. Rates and amounts include all charges:**

The rates and amounts submitted by the tenderer shall be gross rates and amounts and must include all payments on account of taxes, levies, duties, royalties etc, **(excluding GST)** payable to the State of Karnataka or Government of India or any other authority or Body Corporate and all other incidental charges that the tenderer may have to bear for the execution of the works.

**55. Fixing of Rates for Extra items:**

The employer shall determine any extra or additional work done or work to be omitted by his order in writing. All such work shall be valued in the manner mentioned hereunder:

- a) If similar item of work is available in the Bill of quantities then rate in BOQ or a rate derived from BOQ rate shall be applied.
- b) If a similar item of work is not available in the Bill of Quantities then the rates as available in PWD SR Mangalore Division shall be applicable.
- c) If the rate cannot be fixed as per (a) and (b) above the same shall be decided based on the market analysis using parameters for labour and materials as per KPWD, Mangalore or Circle

Provided that no variation of the rate shall be made unless as soon as after the date of order as practicable and before the commencement of the work or thereafter as soon as it is practicable notice shall have been given in writing.

**56. Quarry material & Royalty payments –**

The Contractor shall at his own cost and expenses obtain fill material/aggregate, as also find source for obtaining fill material/aggregates required for execution of works. The Contractor shall also bear all costs and expenses incurred by him for identification of sources, transport of material to the site of work, royalty and other expenses in connection with obtaining fill material/aggregate

**57. A. Tax certificates:**

The tender should accompanied by the copy of valid GST registration certificate along with GST No.

Deduction of Income Tax, GST as applicable shall be made from any amount payable to the contractor as per the relevant provisions of income tax act and GST Act.

The tender shall submit a copy of valid latest GST registration certificate along with the tender. In case the notice for non compliance is received from the appropriate agencies the amount due will be deducted from the bills and other monies available with the Port. The GST returns should be filled within time period as specified by GST Act and submit the documentary proof / evidence for the same. Any input tax credit lost by the Port due to non-filing will be recovered from the bills and other monies available with the Port

**B. Provident Fund and ESI**

The contractor has to remit the PF & ESI contribution regularly to the concerned department for the labours engaged by him. The EPF and ESI contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer –in –charge to the contractor on actual basis.

In case the Notice for non compliance is received from the appropriate agencies (i.e. PF & ESI), the amount due will be deducted from the bills and other monies available with the Port

**58. Import duties payment:**

The contractor shall at his own costs pay import duties or any such other payment for the supply of any material and this shall be deemed to be price quoted by the tenderer.



**59. Escalation/increase or decrease of cost:**

Adjustment to the contract price shall not be allowed in respect of rise or fall in the cost of materials or fuel or any other matters affecting the cost of the execution of the works i.e. under no circumstances escalation is payable, except labour component.

**60. Setting out and measuring:**

The contractor shall furnish at his own cost all tools, measuring tapes and other implements and labour required for proper setting out of the work and shall set out, and be entirely responsible for such setting out. The Contractor shall provide all men, materials, appliances etc., which the Employer may require for measuring or inspecting the works.

Certificate and Payment

## a) Form of Bill:

The Contractor shall submit all the bills / tax invoice on the printed forms with an application at the office of the Engineer-in-charge and the amounts in the bills shall always be entered at the rates specified or decided as per the "Contract" or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the contract at the rates herein after provided for such work. The bill shall have annexure of attendance list, PF & ESI payment receipts from authorities, while claiming the running bill the contractor shall bifurcate the contract bill amount and GST amount separately to facilitate Port to claim GST input credits.

## b) Payment:

- i. Contractor has to submit the bill on monthly basis on or before 15<sup>th</sup> of every month for the work carried out for the previous month.
- ii. The bill shall be enclosed with pay slip, Attendance Register signed by the supervising officer, Bank payment details etc., of the work for which bill is claimed and ESI/EPF payment challans with Annexure of payment employee wise of the preceding month along with necessary approvals. In case of deficiency in documents the bills shall be returned to the contractor within 3 days recording reasons for rejection. Recovery of LD, Penalty etc., shall be made for non-compliance of contract conditions.
- iii. Joint measurement should be taken promptly for all works by the concerned Assistant Engineer or Assistant Executive Engineer along

with contractor and make the entries into the MB book within first week of next month. The AE/AEE would check the measurements and preparation of abstract and certify within 5 working days of the joint measurement and submit to the AEE/Executive Engineer.

iv. Contractor has to make payment to all workers as per minimum wages act on or before 7<sup>th</sup> day of each month through electronic mode to the bank accounts of workers.

c) Interest:

No claim of interest will be entertained by the Employer with respect of any money or balances which may be in its hands owing to any dispute between itself and the Contractor or with respect to any delays on the part of the Employer in making interim or final payment or otherwise.

d) Final Bill :

When the final sum has been ascertained(that is to say the gross payment for the completion of the whole of the works) due to the Contractor, the Engineer-in-charge shall after allowing for the amount of all previous certificates and after determining and allowing for all other payments due from the Contractor may recommend to pay the balance due to him.

The contract shall submit the final bill/invoice within 60 days from the date of completion of the work with all the enclosures viz., PF/ESI contribution, and detail measurements with any recoveries. The Contractor and Assistant Engineer both jointly complete the measurements: if Contractor due to any reason does not attend/avoid joint survey/measurements the Executive Engineer shall give notice to the contractor to be present at the site for joint measurement within 7 days. If the Contractor fails to attend the joint measurement second notice shall be issued to the contractor to attend the joint measurement within 3 days. Failure to attend the joint measurement the Assistant Engineer/Assistant Executive Engineer (Civil)/EEI would record the reason and complete the measurement in a transparent manner departmentally and submit the bill within 60 days

**61. Engineer-in-charges power to correct/modify certificates:**

The Engineer-in-charge shall make any corrections or modifications in any of the previous certificates issued by him or by his representative and Engineer-in-charge shall have power to withhold approval of any certificate if the works or any part thereof are not being carried out to his satisfaction.

**62. Retention Money:**

10% of the total tax invoice, due on each Interim Certificate will be deducted subject to the maximum 5% of the Contract Price including GST. The amount as stated above will not bear any interest. In case of forfeiture of Retention Money GST is applicable.

**63. Refund of retention money:**

The retention money deducted will be refunded to the Contractor after satisfactory completion of work and released along with final bill.

**64. Employer's lien**

The employer shall have a lien on and over all or any money that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the employer to the contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the employer and the contractor.

**65. Certification of Substantial completion of works: Deleted****Completion Certificate:**

The completion certificate shall be issued by the Engineer-in-charge after completion of the work

**66. Removal of material on completion:**

The contractor shall on completion of the works or when directed by the Employer remove all plant, equipment, tools, materials, temporary constructions etc. and rubbish which may have accumulated during the execution of the work, other than those permanently used into the works. All such rubbish or surplus materials or plant etc. which the Employer may require the contractor to remove at any time during the progress of the work shall be removed by the contractor within twenty four hours after the receipt of written notice from the Employer requiring him to remove the same. In the event of the Contractor's failure or default to comply with such notice, the Employer may forthwith remove all such rubbish, surplus materials, plant etc. at the risk and cost of the contractor.

**67. Extension of Time for Completion:**

In the event of:

- a) The amount or nature of extra or additional work.
- b) Any cause of delay referred to in these conditions.
- c) Exceptionally adverse climatic conditions.

- d) Any delay, impediment or prevention by the Employer, or
- e) Other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible.

Being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part there of, the Employer shall determine the amount of such extension and shall notify the Contractor accordingly.

Contractor to Provide Notification and Detailed Particulars:

Provided that the Employer is not bound to make any determination of Extension of Time unless the Contractor has

- a) within 30 days after the event warranting request for Extension of Time has first arisen notified the Employer and
- b) within 30 days, or such other reasonable time as may be agreed by the Employer after such notification submitted to the Employer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

Interim Determination of Extension :

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 30 days referred to in Sub-Clause 67.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Employer interim particulars at intervals of not more than 30 days of the end of the effects resulting from the event. On receipt of such interim particulars, the employer shall, without undue delay, make an interim determination of extension of time and on receipt of the final particulars, the Employer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Employer shall make his determination, and shall notify the Contractor.

No extra payment to the Contractor :

Any extension of time period shall be granted by the Employer subject to following conditions:

- a) No financial repercussions on either side.
- b) No dispute/claims arising out of extension of time limit so granted shall be entertained.

**68. Penalty for non completion/ unsatisfactory work:**

For non-completion of work in every item or operation/quantity, penalty of 10% on the amount payable for each item should be levied on a deducted from the payment. Engineer in charge may withhold payment to the extent of 20% of bill amount on account of unsatisfactory work at his discretion. In the event of contractor rectifying the defects this payment can be released in the next bill. In the event of the contractor not attending to defective work as pointed out by Engineer in charge in writing this payment will stand forfeited.

**In case of penalty GST is applicable.**

68.1 Taking-Over Certificate: Deleted

**69. Maintenance period: ( Not applicable)**

Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matter or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) not later than 60 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer six copies of a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer,

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate,
- (b) any further sums which the Contractor considers to be due and
- (c) An estimate of amounts which the Contractor considers will become due to him under the Contract.

Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any of the obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work

is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

**70. Risk pending completion – Ref clause 84**

**71. Indemnity:**

Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the execution of the work and during the free period of maintenance, the contractor shall indemnify and keep indemnified the Employer against all losses and/or damages suffered by the Employer arising out of the contract either to the works or any other property belonging to the Employer or other works or to the lives, persons or properties of the others arising directly or indirectly as a result of any acts or omission or failure or negligence or neglect or default on the part of the Contractor or any sub-contractor/s, his/their servants, agents or workmen.

**72. Bribes, Commission:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his or their behalf to any officer, servant representative or agent of the employer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract or with the employer shall in addition to any criminal liability which he may incur subject to the contractor to the cancellation of this and all other contracts with the Employer and the contractor shall be liable to pay to the Employer such sum or sums which they may have to incur or suffer as and by way of loss or damage as a result of such cancellation. The Employer shall be entitled to deduct the amount so payable by the contractor from any money otherwise due to the contractor under this or any other contract or from any amount lying with them or under

their control. Any question or dispute as to the commission of any offense under the present Clause shall be settled by the Employer in such manner and on such evidence or information as they shall think fit and consider sufficient and their decision shall be final and conclusive.

**73. Default of Contract:**

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- i. If the contractor without reasonable cause abandons the contract or
- ii. Suspends the carrying out of the works for 7 days after receiving written notice from the Employer without any lawful excuse or fails to make proper progress with works for 7 days after receiving written notice from the Employer to employ more men or
- iii. Fails to proceed regularly and diligently with the work or
- iv. Fails to remove material from the site or pull down or substitute or repair any works for 7 days after receiving notice in writing by the Employer condemning or rejecting any materials or
- v. Fails to give the Employer proper facilities for inspection of the works or any part thereof for three days after receiving notice in writing by the Employer demanding the same or
- vi. The contractor has become insolvent or
- vii. The contractor gone into liquidation or passed the resolution for winding up or
- viii. Upon the contractor making an arrangement with or assigning in favour of his creditor or
- ix. Upon his assigning this contract to a subcontractor or
- x. Upon an execution being levied upon the contractor's goods or
- xi. Upon winding up order being passed by the Court or a Receiver or manager is appointed in respect of any of the property of the contractor or
- xii. Possession is taken by or on behalf of any holders of any debentures secured by floating charges of any of the property of the contractor or
  - i.) Fails to complete all or any part of the works during the time specified for completion of the contract or such extended time as may be granted by the Employer or
  - ii.) On his omission or negligence or neglect or default or failure to comply with any of the conditions of the contract.

iii.) If the tenderer fails to start the work within 15 days from the date of issue of work order, the EMD shall be forfeited

The Employer may after giving notice by Registered Post A/D specifying the default or defaults at the address given by the Contractor, and on the Contractor's failure to rectify or remedy such default for 14 days after receipt of such notice or shall at any time thereafter repeat such default the employer may enter upon the site and the work and expel the contractor therefrom and may either themselves complete the work or employ any other contractor to complete the work and upon such entry the contract shall be determined save and except the rights and powers conferred upon the Employer may use the materials and the plants/machinery/equipment lying on the site and belonging to the contractor for completion of the contract. The value of the materials shall be determined jointly between the Employer and the contractor or failing by the Employer alone if contractor declines to joint inspection. The contractor shall not dispute such valuation and the same will be binding upon the contractor. No amount shall be due to payable to the contractor for the use of any plants/machinery/equipment in completion of the contract. In the event of the Employer completing the work or employing any other contractor to complete the same, the Employer shall be entitled to recover from the contractor the amount expended by the Employer and such loss or damage that they may have suffered as a result of the contractor's omission or negligence or neglect or default or failure to execute the works or to comply with any of the conditions herein contained and the Employer shall recover the said amount from any amount that shall become due or thereafter become due to the contractor or from any amount lying with them or under their control.

**74. Payment after termination :**

If the employer terminates the contractor's employment under this clause he shall not be liable to pay the contractor any further amount (including damages) in respect of contract until the expiration for the defects liability period and thereafter until the cost of execution completion and remedying of any defects damages for delay in completion if any, and all other expenses certified. The contractor shall then be entitled to receive only such sum if any, as the employer may certify that would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the



Employer the amount for such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

**75. Dispute between the contractor and Employer:**

In case of any dispute between the Employer and the contractor, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the contractor and Employer shall be referred to solve arbitrator to be mutually agreed upon between the parties, failing which to the arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments and modifications thereof. Arbitration shall be held in **Mangalore**. The arbitration proceedings shall be in **English**.

**76. Progress Photographs:** (As made drawings and progress photographs & video films)

The contractor shall supply to the Engineer in charge a negative and three prints of colour progress photographs of such portions of the work in progress or completed as directed by Engineer in charge.

The negative of the photographs shall become the property of the Employer. The photographs shall be of approximate size 169 mm x 115 mm each. The photographs shall be mounted in Albums and shall be suitably inscribed and captioned. The albums shall be handed over to the Engineer in charge. No prints or negatives may be supplied to any person or persons without authority of Engineer in charge.

**77. Urgent Remedial works:**

If by reason of any accident or failure or other even occurring tool in connection with the works or any part thereof either during the execution of the works, or during the defect liability period, any remedial or other work is in the opinion of the employer urgently necessary for the safety of the works and the contractor is unable or unwilling at once to do such work, the employer shall be entitled to employ and pay other persons to carry out such works as the employer may consider necessary. If the work or repair so done by the employer is work which, in the opinion of the employer the contractor was liable to do at his own cost under the contract, then all costs consequent thereon or incidental there to shall be determined by the employer and shall be recovered from the contractor by the by the employer, and may be deducted by the employer from any monies due or to become due to the contractor and the employer shall notify the contractor provided that the

employer shall soon after occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof.

**78. Watching & Lighting:**

78.1 All operations necessary for the execution of the works shall, so far compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly, with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other persons. The Contractor shall save harmless and indemnify the employer in respect of all claims, proceedings, damages, costs, charge, and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefor.

78.2 If, during the execution of the works or at any time thereafter, the concerned authorities make any claim in respect of damage or injury to roads, highways, or bridges, to the Contractor or Employer, then the Contractor shall settle the claim forthwith. In case of failure of the Contractor in settling the claim and in case the Employer is held responsible for payment to the authorities, then the Employer shall settle the claim and the Employer's expenses in this regard shall be deducted from the Contractor's dues.

**79. Metric Unit:**

Metric Unit shall be adopted for all design drawings and specifications. If the contractor wishes to adopt any other units in respect of any particular item, he shall obtain specific approval from the Engineer for each of those items.

**80. Duties of the Engineer-in-charge & its Representative**

- a) The Engineer-in-charge shall on behalf of the Employer supervise the works, exercise site control, scrutinize and approve technical proposals and ensure that the works are executed as per contract provisions.
- b) The representative of Engineer-in-charge shall on behalf of the Employer assist Engineer-in-charge and be responsible for day to day supervision, quality control of materials and workmanship, field and laboratory tests, keeping the site documents upto date and in safe custody take measurements of works executed in terms of the contract.
- c) Any written instructions on written approval on all technical matters given by the Engineer-in-charge to the contractor shall bind the contractor as through it has been given by the Employer, provided always that:

- i. Failure of the Engineer-in-charge's representative to disapprove any work or materials shall not prejudice the power of Engineer-in-charge thereafter to disapprove such work or materials and to order to pulling down, removal or breaking up thereof and reconstruction at the contractor's expenses and the contractor shall have no claim to compensation therefore.
- ii. If the contractor shall be dissatisfied with any decision of the Engineer-in-charge's representative, he shall be entitled to refer the matter to the Engineer-in-charge in writing who shall there upon confirm, reverse or very such decision. It shall be clearly understood that the decision of the Engineer-in-charge shall be final on all technical matters and shall not form the matter or any dispute.

Note: Neither the Engineer-in-charge nor its representative shall have any authority to relieve the contractor of any of his duties or obligations under the contract or except as provided for in the contract, to order any work involving delay or any extra payment by the employer or to make any variations of or in items work or in their quantities or in unit rates.

#### **81. Suspension of work:**

81.1 The Contractor shall, on the instructions of the Employer, suspend the progress of the works or any part thereof for such time and in such manner as the employer may consider necessary and shall, during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the employer. Unless such suspension is:

- a) Otherwise provided for in the contract.
- b) Necessary by reason of some default of breach of contract by the contractor or for which he is responsible.
- c) Necessary by reason of adverse climatic conditions on the site or
- d) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the Employer or from any of the risks defined in Sub-Clause -24.4.).

Sub-Clause 78.2 shall apply.

81.2 Employer's Determination following Suspension:

Where pursuant to Sub-Clause-78.1, this sub-clause applies the employer shall, determine:

- a) any extension of time to which the contractor is entitled under Clause -67 and
- b) the amount, which shall be added to the contract price, in respect of the cost incurred by the contractor by reason of such suspension, and shall notify the contractor.

81.3 Suspension lasting more than 90 days

If the progress of the works or any part thereof is suspended on the instructions of the employer and if permission to resume work is not given by the employer within a period of 90 days from the date of suspension then, unless such suspension is within paragraph (a) (b) (c) (d) of sub-Clause 78.1, the contractor may give notice to the Engineer-in-charge requiring permission, within 30 days from the receipt thereof, to proceed with the works or that part thereof in regard to which progress is suspended.

## **82. Safety Requirements**

- 82.1 Suitable scaffoldings should be provided for workmen for all work which cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds shall be provided on the ladder.
- 82.2 Scaffolding or staging more than 4 meter above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached bolted, braced. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 82.3 Working platform, gang ways and stairways shall be so constructed that they should not tag unduly or unequally, and if the height of the platform or the gangway or stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- 82.4 Every opening in floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or failing whose minimum height shall be one meter.
- 82.5 Safe means of access shall be provided to all working platform and other working places. Every single ladder shall be securely fixed. No portable

single ladder between side rails 450mm. For longer ladders this width should be increased by at least 3 cm for each additional meter of length. Uniform step spacing shall not exceed 25cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident,

82.6 Excavation and trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meter in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 30 cm above surface of the ground. The sides of the trenches which are 2 meter or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapse. The excavated materials shall not be placed within 1.5 meter of the edges of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done

82.7 Demolition: before any demolition work is commenced and also during the process of the work:

All roads and open area adjacent to the work site shall either be closed or suitably protected.

No electric cables or apparatus which is liable to be source of danger, or a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

82.8 All necessary personal safety equipment as per statutory requirements or as considered adequate by the Engineer-in-charge should be kept available for use of person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. Workers employed on mixing epoxy asphaltic material cement and lime mortars shall be provided with protective footwear and protective goggles.

Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to eyes will be provided with protective goggles.

Those engaged in welding works shall be provided with welder's protective eyesight leads.

Stone breakers shall be provided with protective gloves, goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before workers are followed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.

No paint containing lead products shall be used except in the form of paste or readymade paint.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

When work is done near any place where there is risk of crowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Use of hoisting machines, and tackle including their attachments anchorage and supports shall conform to the following standards of conditions:-

These shall be good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or giving signals to operator.

In case of every hoisting machine and every chain ring hook, shackle, shrivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by proper means. Every hoisting machine and all gear referred to above shall be boldly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear shall be loaded beyond the safe working load except for the purpose of testing, that too under closely monitored and controlled conditions.

In case of departmental machines, the safe working load, shall be notified by the Engineer-in-charge. As regards the Contractors, machines the contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer –in-charge.

- 82.9 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of load, and the risk of any part of suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, allover and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 82.10 All scaffolds, ladders and other safety devices mentioned or described therein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be removed, while it is in use. Ladders and scaffolds used should be of good quality and properly maintained. Ladders should have non skid bottom.
- 82.11 Contractor shall appoint a safety inspector or the site-in-charge should be given responsibility of safety aspects.
- 82.12 All the contractors shall submit details of their employees indicating designation, identification etc. for /exit pass and pass/identity card shall be produced as and when required by the Port officials.

- 82.13 The contractor should take necessary hot work permit from the officer-in-charge of the area. The hot work permit should be available with the person actually performing the job and should be produced as and when demanded by the Port Officials.
- 82.14 Appropriate personnel protective equipment's having ISI mark should be given to labourers employed by the contractor at work site.
- 82.15 All the lifting appliances such as cranes etc., shall have valid test and examination certificates from prescribed authorities. Certificates/copies of these shall have to be furnished for record of the employer. Originals of these certificates shall be verified by the Engineer-in-charge and returned to the contractor.
- 82.16 Driver/Operators of heavy equipment's shall possess Heavy Duty License and shall have sufficient experience in safe operations of the equipment's. Licenses should be produced for verification to Engineer-in-charge.
- 82.17 First aid box should be provided at site with necessary contents.
- 82.18 It is preferable that the labourers employed by the contractor have adequate knowledge of using the firefighting appliances/equipment.
- 82.19 When hot job is being performed appropriate fire extinguishers, water buckets, sand buckets and asbestos cloth etc. and other appliances/aids as advised by Fire officer should be kept at site.
- 82.20 The work area should be barricaded by proper means. Proper sign boards should be displayed at appropriate places.
- 82.21 All the electrical equipment's should be properly maintained and should be properly earthed. All the rotating parts should be properly guarded.
- 82.22 Only industrial purpose LPG cylinders with ISI marked pressure regulator, hose and cutter should be used. It is advisable to use D.A cylinder instead of LPG cylinder.
- 82.23 Proper house keeping of the work area is the contractor's responsibility. The scrap material generated during work should be kept only at the places as advised by concerned officer.
- 82.24 The contractor should instruct the labourers to follow all safety rules like 'USE OF APPROPRIATE PERSONAL PROTECTIVE EQUIPMENTS', 'NO SMOKING', 'DRIVE VEHICLE AT RESTRICTED SPEED ONLY' etc.,
- 82.25 The contractor should submit accident report to Deputy Director Dock Safety and Safety Section, NMPA as per regulation 91 of the Dock



Workers (Safety, Health and Welfare) Regulation, 1990 in prescribed format.

82.26 In case of any emergency declared by NMPA the contractor has to suspend all activities in the port area and make arrangement for immediate evacuation of his employees to safe place.

82.27 The Contractor shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit, action or proceeding to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

82.28 Apart from the above conditions, the contractor should comply with safety Rules laid down by the Safety and Fire & Safety Sections of NMPA from time to time during the contract period.

82.29 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of the work spot. The person responsible for compliance of safety code shall be named therein by the contractor

### **83 Life Saving Appliances and First Aid Equipment:**

The contractor shall provide and maintain upon the works sufficient proper and efficient life saving appliances and first aid equipment to the approval of the engineer and in accordance with the requirements of LLO Convention No.62. The appliances and equipment's shall be available for use at all times.

### **84 Risk pending completion:**

All the works comprised in this contract until completion of the contract and handing over the works to the employer shall stand at the risk of the contractor who shall be responsible and make good at his own costs all losses and damaged caused by or due to fire, weather or any other cause and the contractor shall hand over such works complete in every respect on completion of works.

### **85 Port Entry Permission**

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his Materials, labours and the staffs engaged in the works. The Contractor has to get the vehicle and labour RFID based passes for the entry inside the wharf area based on prevailing rates.

### **86 Site - Protected Area**

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person with details of ESI, PF and Bank account details for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the New Mangalore Port authority with regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits. However, no charges will be levied for the individual passes or the permits for the vehicles of the Contractor or his sub-contractors for the bonafide use of the work.

## **9. SPECIFICATIONS – GENERAL**

### **9.1 General**

The following Technical Specifications shall be read in conjunction with General Conditions of Contract, Conditions of particular applications, Schedules, Annexures and Drawings.

The normal business will be continued throughout the progress of the works and the Contractor must conduct his operations so as not to obstruct shipping, Port traffic and operations.

The Contractor shall obey orders and directions given by the Engineers or his authorized representative in the course of the discharge of his duties.

### **9.2 Brief Description of drawing**

The Works are shown in the following drawings that are issued as a part of the Tender Documents:

<b>Drawing No.</b>	<b>Description</b>
22/125 -LP	Location plan

### **9.3 Contractor's Working Area**

The Contractor shall work in close co-ordination with the other contractors employed by the Board relating to other connected works.

### **9.4 Temporary Works**

Before any temporary works are commenced the Contractor shall submit at least 14 days in advance to the Engineer-in-Charge for approval complete drawings of all temporary works he may require for the execution of the Works. The Contractor shall also submit his calculations relating to the

design of temporary works, viz. storage sheds, offices, etc., if required by the Engineer-in-Charge and shall carry out the modifications that the Engineer-in-Charge may require of such temporary works at Contractor's own cost. The Contractor shall be solely responsible for the stability and safety of all temporary works.

### **9.5 Technical specification**

The work involves the following items:-

Conservancy and cleaning the road surface and road berms daily by sweeping including removing all debris, spillage and loose materials, chipping, scraping, removing all materials and carrying debris to suitable places immediately so as to keep the area neat and clean as directed by the Engineer-in-charge including cost of all materials, labour, T & P, hand carts, and all other incidental charges etc. complete. [Note:- The total area mentioned is the quantity proposed for Two year from the date of commencement of work]. Upon award of work, the Contractor has to execute the work along with list of tools and plant, details and number of labours proposed to be deployed for the work. All registers pertaining to the work including labour records shall be maintained by the Contractor and shall be produced to the department at any time during inspection of works. (The contractor has to deploy minimum 5 No. (2male+3female) of labours per day)

### **9.6 List of tools and plants**

- |                   |           |
|-------------------|-----------|
| 1. Hand Cart      | - 1 no    |
| 2. Spade          | - 4 no's  |
| 3. Pick Axe       | - 4 no's  |
| 4. chopper        | - 4 no's  |
| 5. Rubber Baskets | - 6 no's  |
| 6. Broom Sticks   | - 12 no's |

## 10. SPECIAL CONDITIONS OF CONTRACT

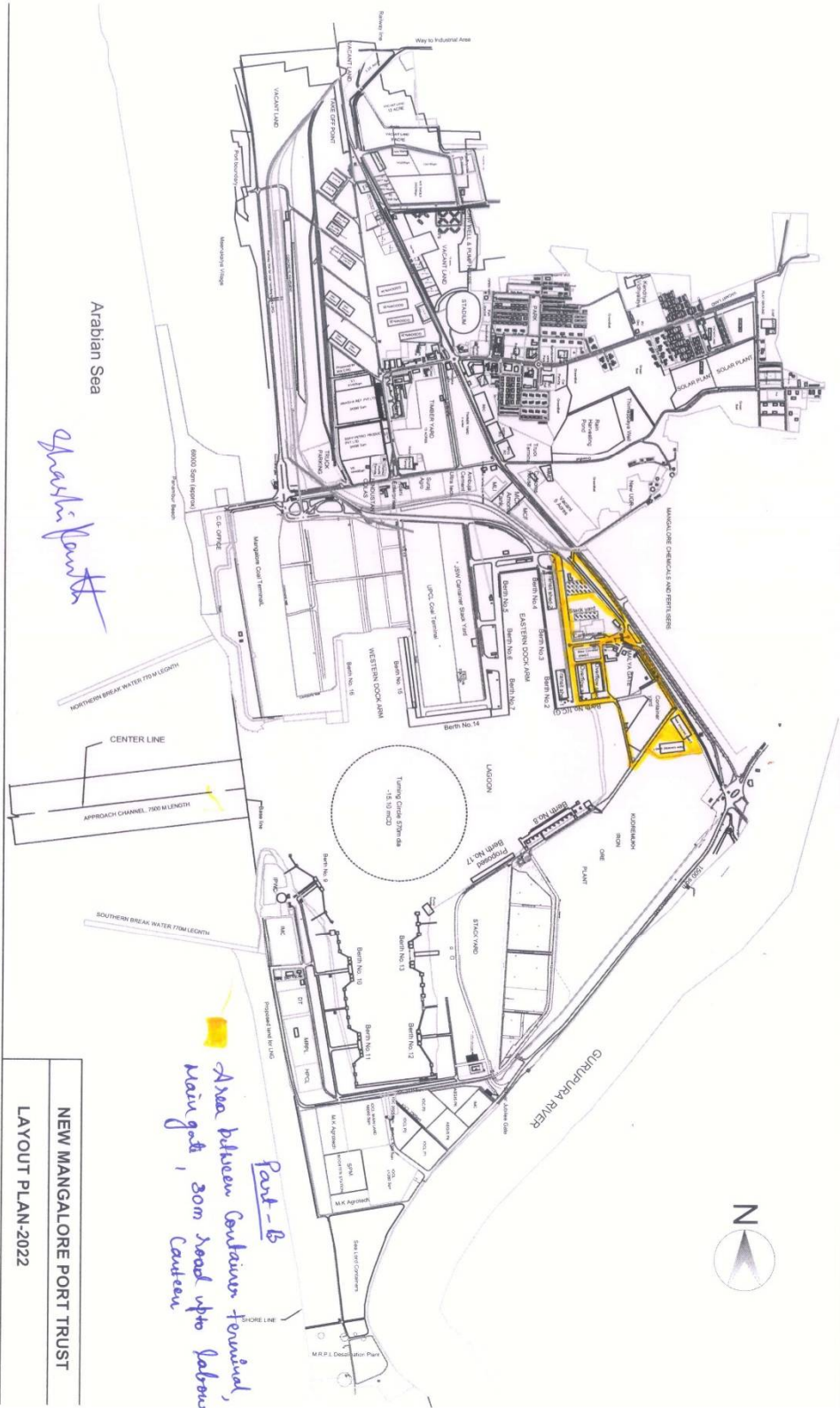
1. THE SCOPE OF WORK IS TO GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 & 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE" in neat and tidy conditions by carrying out all such works that may requires as instructed and as directed by the department staff from time to time and work is to be carried out to the entire satisfaction of the department whose decision is final and binding in this respect.
2. The contractor or his representative / supervisor should be available at site premises all the working time to receive instruction from the Department Staff.
3. A labour register should be kept at work site and this register should signed by the contractor for the numbers of labour deployed for item of work done.
4. The contractor has to pay wages which are not less than the minimum wages fixed to the labours as prescribed to the competent authority from time to time. The minimum wage of unskilled labour considered for preparation of estimate is Rs.616/- per day. If minimum wages increase or decreases if contractor claims the difference in wages including EPF/ESI (Employer Contribution) will be reimbursed by department as per applicable minimum wages.
5. If the contractor fails to complete the specific item of work in time, an amount equal to 10% of the amount payable for non-attended works shall be deducted from his running bill as penalty, in addition to deduction of quantity for non-attended work.
6. The contractor has to take care regarding the safety of the workers, Necessary safety belt while cutting the tree shall be provided to workers.
7. The estimated amount put to tender is the bare minimum cost of work. If a firm quotes less than or equal to estimated cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation
8. The contractor should deploy a minimum of 5 nos. of unskilled labours for 8 hours with one hour recess per day. The contractor shall be available to take the instructions of departmental Engineer or make necessary arrangements to receive the instructions.

9. The contractor shall submit the profile of the personnel engaged by them along with their ESI & EPF, bank details etc., to the dept. before commencing the work.
10. The contractor has to arrange Face recognition attendance to all his workers and make RFID passes for working inside security compound wall.
11. The contractor should make payment to all the workers as per minimum wages act on or before 7th day of each month through electronic mode to the bank account of workers. Further the proof of payment made to the workmen shall be submitted by the Contractor to the concerned Executive Engineer on or before 8th day of each month.
12. The contractor should deploy minimum 5 labours per day for execution of work (2male + 3 female)

### **13. DRAWINGS**

The Works are shown in the following drawings that are issued as a part of the Tender Documents:

Drg. No. 22/125-LP



Drawing No. 22/125-LP

## 11. BILL OF QUANTITIES

### PREAMBLE

#### 1. GENERAL INSTRUCTIONS

- 1.1. The Bill of Quantities must be read with the Drawings. Conditions of Contract and the Specifications and the Contractor shall be deemed to have examined the drawings, Conditions of Contract and the Specifications, and to have acquainted himself with all the details of the Work to be done and the way the works are to be carried out.
- 1.2. Notwithstanding that the work may have been sectionalized, every part of it shall be deemed to be supplementary to complementary of every other part and shall be read with it or into it so far as it may be practicable to do so.
- 1.3. The detailed description of work and materials given in the Specifications are not necessarily repeated in the Bill of Quantities.
- 1.4. The quantities entered in the Bill of Quantities are approximate only and are given to provided a common base of tendering. Payment will be made for the actual quantities of work carried out in accordance with the drawings and orders of the Engineer and will be measured by the Engineer's Representative and valued at the rates and prices quoted in the Bill of Quantities and the rates fixed by the Engineer for varied work, all in accordance with the provisions of the terms of this contract. Any increase in the quantities of individual items from those indicated in the Bill of Quantities shall not form a basis for alteration of the rates quoted and accepted.

#### 2 RATE AND PRICES :

- 2.1 The rates and prices set out against the items are to be the full all-inclusive rates of the finished work as described in the Bill of Quantities and or shown on the Drawings and described I the Specifications or which can be reasonably be inferred therefrom and are to cover the cost of provision of plant and equipment, materials, labour, erection, maintenance, supervision, overheads and profits and every incidental and contingent cost and charge whatsoever including all tax if any excluding GST and any other conditions of Contract and the specifications and every kind of temporary work (except those items for which separate provision has been made in the Bill of Quantities) and all matters and things necessary for proper completion and maintenance of the works.
- 2.2 The Specifications are intended to cover the supply of materials and the execution of all works necessary to complete the works. Should there be any details of execution which have not been referred to in the Specification or in

the Bill of materials or construction which have not been mentioned or referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessary for which it may reasonably implied or referred therefrom, or which are usual or essential to the completion of all the works in all trades the same shall be deemed to be included in the rates and prices named by the Contractor in the Bill of Quantities. The rates and prices are to cover the items and described in the Bill of Quantities read with the Drawings and Specifications and if there is any inconsistency between the Bill of Quantities, Specifications and the Drawings, the description in the Bill of Quantities shall prevail.

- 2.3 The Contractor is deemed to have ascertained for himself the extent to which the work has to be carried out for the proposed work including electrical works and his rates and prices shall include for all costs and charges whatsoever arising out of such working.
- 2.4 Arithmetical errors in the Bill of Quantities will be rectified on the following basis.
- (i) If the figure entered at percentage rate in the Bill of Quantities does not tally with the quoted amount the percentage rate, in words will prevail and the amount will be rectified accordingly.
  - (ii) If the total amount entered does not tally with the sum of the amounts entered against percentage rate the later will prevail and the total amount will be rectified accordingly.
  - (iii) In case of same percentage quotes the two bidders will have to participate in rebidding for offering a rebate.

### 3. METHOD OF MEASUREMENT

- i.) Standard Method: The work included in Bill of Quantities once completed will be presented to the Engineer's representative for checking quality and quantity of work. The Engineer's representative after satisfying himself issue a certificate to that effect. Unless stated or billed otherwise quantities shall be measured in accordance with the Indian Standard Code No.1200 for civil work and shall be not as they are provide in the works. The rates and prices shall include whatsoever allowance is considered to be necessary for wastage, working spaces, construction slopes, batters.
- ii.) The mode of measurement and payment described in the relevant technical specifications shall apply for the relevant items.

### 4. PART RATES



1. Engineer may sanction part rates for partly executed work under any item of the Bill of Quantities as may be deemed proper and fit by him. For this purpose, the Contractor shall submit written application for grant of part rates, furnishing calculations in support of the part rates requested.
2. Part rates will not be sanctioned merely for materials (natural or manufactured) brought to site by the Contractor, but only for partly executed work which by its very nature, is not easily removable from the site.
3. Abbreviations

The following abbreviations are used in the Specifications and Bill of Quantities:

IS :	Indian Standard
BS :	British Standard
Qty. :	Quantity
mm :	Millimeters
cm :	Centimeters
M / m :	Meters
LM :	linear metre
LS :	lump sum
Rs. :	Rupees
P. :	Paise
Nos. :	Numbers
do :	Ditto
MS :	mild steel
T :	Tones
Kg :	Kilogram
EO :	Extra over (previous sum unless specified otherwise)
sq.m./m <sup>2</sup>	square metre
sq.cm. :	square centimeters
mm <sup>2</sup> :	Square Millimetre
Cu.m. :	cubic meters
YST :	yield stress
dia :	Diameter
wt. :	Weight
Drg.No.:	drawing number
max. :	Maximum

min :	Minimum
approx :	Approximately
n.e.:	not exceeding
incl:	Including
circ:	Circular
set :	set / sets
c/c	centre to centre
@ :	at the rate of
Opn	Operation

<b>BILL OF QUANTITIES</b>					
<b>Name of work: GENERAL CONSERVANCY AND CLEANING OF ROAD, ROAD BERMS, DRAINS FOR THE YEAR 2023-24 &amp; 2024-25 -PART C- AREA BETWEEN LABOUR CANTEEN AND KK GATE</b>					
<b>It No</b>	<b>Description of items</b>	<b>Probable quantity</b>	<b>Unit</b>	<b>Rate (in figures and in words )</b>	<b>Amount Rs. Ps.</b>
1	Conservancy and cleaning the road surface and road berms daily by sweeping including removing all debris, spillage and loose materials, chipping, scraping, removing all materials and carrying debris to suitable places immediately so as to keep the area neat and clean as directed by the Engineer-in-charge including cost of all materials, labour, T & P, hand carts, and all other incidental charges etc. complete. [Note:-The total area mentioned is the quantity proposed for Two year from the date of commencement of work]. Upon award of work, the Contractor has to execute the work along with necessary tools and plant, details and number of labours proposed to be deployed for the work. All registers pertaining to the work including labour records shall be maintained by the Contractor and shall be produced to the department at any time during inspection of works. (The contractor has to deploy minimum 5 No. (2male+3female)of labours per day)	7801010.00	SQM	0.250	19,50,252.50
		<b>TOTAL AMOUNT Rs.</b>			19,50,252.50
		<b>Excess / Less (in percentage in two decimals)</b>			
		<b>Quoted amount in Figures</b>			

(Quoted amount :Rupees .....)

Note :

1. GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.
2. Contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence
3. The estimated amount put to tender is the bare minimum cost of work. If a firm quotes less than or equal to estimated cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation.
4. In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.

**SIGNATURE OF THE CONTRACTOR**

## 12. TENDER FORM

**Sub:-** General conservancy and cleaning of road, road berms, drains for the year 2023-24 & 2024-25 -PART C- Area between Labour canteen and KK Gate

Tender no:- CIVIL/CE(C)/EEC/43/2023-24 dated :-07-11-2023

(Tenderers are required to fill up all the blank space in this tender form)

Sir,

Having visited the site and examined the instructions to Tenderers, Conditions of Contract, Specifications, Schedules, Bill of Quantities and the Tender Drawings for the above named works, we offer to execute as per instructions to Tenderers, Conditions of Contract, Specifications, Bill of Quantities, Schedules and the Tender Drawings etc., as per the rates quoted in the price bid.

If our offer is accepted we undertake to commence the work as specified in the tender document on receipt of the acceptance letter and to execute the entire work within the stipulated period calculated from the date of issue of letter of acceptance / dates shown in the letter of acceptance by the Employer.

We undertake to abide by our Tender for a period of 120 days from the bid due date or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.

We, undertake that the Price bid submitted along with the tender does not contain any conditions/ clarifications/ understandings other than the total cost as specifically sought in the tender documents.

We confirm and give an Undertaking to the effect that, we have not altered, modified, corrected or substituted contents of Tender Document.

We also confirm that all pages of the submitted Tender Document and addendum (if any) is duly signed.

Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

We have independently considered the amount shown in Appendix as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.

If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the contract

"I/We hereby indemnify the Port in the event of any notice served by PF & ESI Authority towards recovery of PF & ESI due to this contract, Port is free to recover the money from the bills any and any moneys with the Port."

We also attach herewith NEFT Payment details of Rs.46100/-(Rupees FourtySix Thousand One Hundred Only) as Earnest Money Deposit/Tender security.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature in the capacity of duly authorised to sign tenders for and on behalf of .....

Dated this ----- day of -----

Signature ----- in the capacity of -----

----- duly authorized to sign Tenders for

And

on behalf -----

Address -----

-----

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**13. SCHEDULE**  
**MINIMUM RATES OF WAGES**

ABSTRACT OF MINIMUM RATES OF WAGES FROM RELEVANT NOTIFICATIONS

Minimum Rates of Wages Applicable In The Beat of ALC(c), Mangalore With Effect From **01.10.2023**.

Minimum Wages applicable "Construction or maintenance of roads, runways or in building operations including laying down underground electric, wireless, radio, television, telephone and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipelines"-

Category	Area: A	Area: B	Area: C
Unskilled	751.00	628.00	504.00
Semiskilled/ Unskilled Supervisory	832.00	709.00	589.00
Skilled/Clerical	915.00	832.00	709.00
Highly Skilled	992.00	915.00	832.00

(Kindly Note: Area A: Bangalore (UA), Area B: Mangalore (UA), Mysore (UA), Belgaum (UA), Hubli-Dharwad, Area C: All other places in Karnataka not specified above as per Ministry of Labour and Employment F.No. 1 /8(3)/2023-LS-II dated 26.09.2023.)

"Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry latrines (Prohibition) Act, 1933".

Area	Rates of wages Rs.
'A'	736.00
'B'	616.00
'C'	494.00

"Employment of Watch and Ward"-Rates of wages for employees employed in watch and ward – Govt. of India, Ministry of Labour

Area	Without arms	With arms
	Rates of wages Rs.	Rates of wages Rs.
'A'	915.00	992.00
'B'	832.00	915.00
'C'	709.00	832.00

For further details log on to Ministry of Employment