



**NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT**

**e-TENDER NO. CME-19/2023-24 dated 04/03/2024
GeM Bid No: GEM/2024/B/4733503 dated 04/03/2024**

PRE-BID REPLIES

Clarifications for queries raised by the firms in connection with the Tender “Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years”.

The clarifications shall constitute a part of the Tender Document for all purposes and one set should be uploaded duly signed and stamped on each and every page, along with the Tender Document.

Sl No	Clause No.	Tender Condition	Clarification required / Suggestion	Clarification/ Reply from NMPA
1	5.2	Technical Specification of Robotic Fire Fighting System	We are diligently adhering to all the bid conditions outlined in the tender. However, we seek clarification regarding the specifications of the robot mentioned in the tender. As per our understanding, the NMPA is seeking to hire a robot for fire fighting purposes rather than procuring it outright. We propose that the requirements for the robot be delineated in a more Generic manner. This would involve detailing the types of terrain the robot will be expected to operate in, the backpressure the robot has to sustain, advanced features the robot should have (like fire-point detection), the nature of fire outbreaks it will need to address, its capability to navigate slopes and stairs, and its temperature withstand capacity, among other relevant criteria. By adopting a more flexible approach to the specifications, the NMPA would be better positioned to leverage latest advancements in fire fighting technology available globally, rather than being constrained by specific-Product requirements.	The additional information on technical specification of Robotic Fire Fighting System are as follows: 1. Type of terrain – Robotic Fire Fighting system will be deployed in Oil terminals of NMPA including other Berths and outside NMPA on requirement basis. The bidder may have a site visit for clarity. 2. Back pressure of the Robot: Operating parameters viz. flow capacity of Water/foam monitor and Jet Distance is given under the technical Specification. Successful bidder should design the system to achieve these operational requirement. 3. Advanced System: Refer 5.2 of scope of work. 4. Nature of Fire outbreaks - : Robotic Fire Fighting system should be suitable to be used for Class A, B & C fires. The Robotic Fire Fighting system shall have in built foam tank as per Clause No.5.2 of scope of work, for immediate dispersal of foam spray. The entire Robotic system shall be suitable for Zone-1, flame proof environment as per OISD Standard. The Robot shall be of diesel engine driven with PESO approved spark arrestors to comply with PESO Regulations as per scope of work. 5. Capacity of navigate slopes and stairs: Robotic Fire Fighting system should be able to negotiate obstructions encountered in oil Berths. The bidder may have a site visit for clarity. 6. Temperature withstand Capacity: - Robotic Fire Fighting system will be deployed in oil terminal where crude oil, LPG and other hydro carbon, PoL products, Chemicals etc. will be

				<p>handled. Robotic Fire Fighting system should be capable to withstand fire hazard temperature of such terminals and shall be suitable for Zone-1, flame proof environment as per OISD Standard.</p> <p>7. Robotic Fire Fighting system should have a minimum of 30 mtr. Hose with quick coupling arrangement, to connect with the fire hydrant system of NMPA.</p>
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Sd/-
(Sringswara N S)
Superintending Engineer (Mechl.)



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



NIT NO. CME-19/2023-24 DATED 04/03/2024

TENDER DOCUMENT FOR
“HIRING OF 5 NOS. ROBOTIC FIRE FIGHTING SYSTEM FOR A PERIOD
OF 5 YEARS”

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1. निविदा आमंत्रण सूचना (एनआईटी) / NOTICE INVITING TENDER (NIT)

क्र.स/ SL. No.	प्रकार / Description	विवरण / Details
1	निविदा क्रमांक / Tender Number	CME-19/2023-24 dated 04/03/2024
2	निविदा का संक्षिप्त विवरण / Brief Description of the Tender	Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years
3	निविदा में लगाई गई अनुमानित मात्रा Estimate Amount put to Tender	Rs.13,59,00,000/- excluding GST
4	निविदा प्रकार / Tender Type	GeM
5	बोली प्रकार / Bid Type	Two Bid
6	तरीका / Mode	GeM
7	निविदा दस्तावेज़ डाउनलोड प्रारंभ तिथि / Tender Document download start date	As per GEM bid document
8	बोली बंद करने की तारीख/समय Bid Closing date/Time	As per GEM bid document
9	तकनीकी बोली खोलने की तिथि/समय Date / Time of Technical Bid Opening	As per GEM bid document
10	बोली-पूर्व सम्मेलन / Pre-bid Meeting	Applicable
11	बयाना जमा / EMD	Rs. 27,83,620/- (Rupees Twenty Seven Lakhs Eighty Three Thousand Six Hundred and Twenty only) in the form of Bank Guarantee as EMD or exemption certificate as per clause No 2.4.1.3 of ITT. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects.
12	अनुबंध की अवधि/अनुबंध अवधि Duration of Contract / Contract Period	5 years from the date of Deployment of 5 Nos. Robotic Fire Fighting System. The Robotic Fire Fighting System shall be supplied by the contractor within 90 days from the issuance of the work order.
13	सूक्ष्म एवं लघु उद्यमों (एमएसई) के लिए खरीद प्राथमिकता Purchase Preference for Micro & Small Enterprises (MSE)	Applicable
14	आइटम/मात्रा विभाजित करने योग्य Item(s)/Qty Splittable	No

15	स्टार्ट-अप कंपनियों के लिए पीक्यूसी में रियायत Relaxation in PQC for Start-up Companies	No
16	प्रस्ताव की वैधता / Offer Validity	120 days from Bid closing Date
17	मूल्य कटौती खंड / Price Reduction Clause	Applicable as per GeM
18	सुरक्षा जमा / Security deposit	Applicable @ 10%
19	कमी का दायित्व / Defect Liability	Not Applicable
20.	सत्यनिष्ठा समझौता / Integrity pact	Applicable
21	संपर्क के लिए पता: Address for communication:	Sringeswara N.S, Superintending Engineer (Mech.), Room No.234, 2 nd Floor, Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Dakshina Kannada, Karnataka - 575010 Mobile No.9480600055 Email: sringeswara.ns@NMPA.gov.in

टिप्पणी: बोलीदाताओं से अनुरोध है कि वे खुद को अपडेट रखने के लिए नियमित रूप से एनएमपीए की वेबसाइट www.newmangaloreport.gov.in पर जाएं। इस निविदा में कोई भी संशोधन, स्पष्टीकरण, परिशिष्ट, शुद्धिपत्र, प्री-बिड मीटिंग के दौरान उठाए गए प्रश्नों के उत्तर के लिए समय/नियत तिथि विस्तार आदि, (यदि कोई हो) केवल उपरोक्त वेबसाइटों पर दिखाई देगा और किसी भी मीडिया/प्रेस पर प्रकाशित नहीं किया जाएगा।

NOTE: Bidders are requested to visit NMPA website www.newmangaloreport.gov.in, regularly to keep themselves updated. Any Revision, clarification, addendum, corrigendum, for replies to queries raised during pre-bid meeting Time / Due date extension etc., (if any) , to this tender would appear on the above websites only and & will not be published on any other Media /Press.

Sd/-
(Sringeswara N S)
Superintending Engineer (Mechl).

2. INSTRUCTIONS TO THE TENDERERS(ITT)

2.1. General Information and Instruction for the bidders

2.1.1. General Information

- 2.1.1.1.** Last date and time for submission of the Bids (As per GeM): The bidder has to submit Gem bids i.e. Commercial Bid along with the copy of the relevant documents through Gem Bidding Portal <https://gem.gov.in>
- 2.1.1.2.** Manner of submission of the Bids: Bids to be submitted online through the website stated above. The Bid document may be downloaded from website & submission of financial bid as per Bid time schedule. No manual bid will be accepted.
- 2.1.1.3.** Time and date for opening of Bids: The Technical Bid will be opened in Gem Portal as detailed in Gem Bid.
- 2.1.1.4.** Gem Pre – Bid Enquiry: Pre-Bid enquiry through Gem Portal as detailed in Gem Bid.
- 2.1.1.5.** Two-Bid system: The Technical Bid would be opened on the time and date mentioned above, date of opening of the Commercial bid will be intimated online through Gem Portal after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the NMPA.
- 2.1.1.6.** Forwarding of Bids: Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account with address and complete postal & E-mail address of their office.
- 2.1.1.7.** Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may ask the bidder for clarification of his bid. The request for clarification will be given in gem portal. No post-bid clarification on the initiative of the bidder will be entertained.
- 2.1.1.8.** Validity of Bids: The Bids should remain valid till 120 Days from the last date of submission of bid.
- 2.1.1.9. Earnest Money Deposit:-**
- 2.1.1.9.1.** The Bidder is required to pay Rs. 27,83,620/- (Rupees Twenty Seven Lakhs Eighty Three Thousand Six Hundred and Twenty only) as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. RTGS receipt/evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified.

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

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

- 2.1.2.1.** Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- 2.1.2.2.** Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- 2.1.2.3.** Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- 2.1.2.4.** The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- 2.1.2.5.** Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- 2.1.2.6.** The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- 2.1.2.7.** The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce

proof of such information, if requested at any point in time by the Buyer and / or GeM.

- 2.1.2.8.** GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2022 Page 5 of 44 PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Nonupdating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- 2.1.2.9.** Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.
- 2.1.2.10.** The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare

parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warranty period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

- 2.1.2.11.** Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.
- 2.1.2.12.** This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.
- 2.1.2.13.** In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945. Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM. The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

For Gem registration process Bidder may refer the following link -

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

2.2. SCOPE OF BID:

2.2.1. E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited from experienced firms for the work of “ Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years”.

2.2.2. The successful bidder will be expected to render services as specified in the scope of work in this tender document.

2.3. Source of Funds: The Employer will have sufficient funds in Indian currency for execution of the works.

2.4. TENDER SUBMISSION: The Tender shall be uploaded as follows:

2.4.1. Technical Bid shall contain the following :

2.4.1.1. EARNEST MONEY DEPOSIT for Rs. 27,83,620/- (Rupees Twenty Seven Lakhs Eighty Three Thousand Six Hundred and Twenty only) in the form of Bank Guarantee as per Annexure – 7. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser’s interest in all respects. The evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No **2.4.1.3** below.

2.4.1.2. All the documents as per the MQC (Ref: Clause 2.6). Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected. The Tender document duly signed and sealed by the Tenderer on each page along with Annexures duly filled and amendments issued by NMPA if any.

List of Annexures as Detailed below:

- a) Particulars of Tenderer as per **Annexure –1.**
- b) Copies of annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years as per **Annexure-2.**
- c) List of work orders and satisfactory completion certificate/any other documents issued by the client, **duly attested by notary** shall be submitted as per **Annexure–3**
- d) Tender Form as per **Annexure- 4**
- e) Joint Bidding Agreement (In case of Consortium)- **Annexure 5**
- f) Form of Agreement as per **Annexure –6**
- g) Specimen Bank Guarantee Form for EMD as per **Annexure – 7**

- h) Specimen Bank Guarantee Form for Performance security as per **Annexure – 8**
- i) Format for Declaration – **Annexure-9**
- j) Power of Attorney: - **Annexure -10**
- k) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - **Annexure 11.**
- l) 'Format for Proprietorship' – **Annexure – 12**
- m) Bank Details of the Tenderer for E-Payment - **Annexure-13**
- n) Integrity Pact – **Annexure -14**
- o) Disputes Review Board Agreement – **Annexure 15**
- p) Undertaking Of Indemnification – **Annexure 16**
- q) Details Of Ongoing Contract – **Annexure 17**
- r) Verification Of Local Content – **Annexure 18**
- s) Undertaking for site visit - **Annexure 19**
- t) Certificate for tenderers / bidders sharing land border - **Annexure 20**
- u) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – **Annexure -21**
- v) Copies of the GST Registration Certificate and PAN card to be submitted.
- w) Information on litigation if any.

2.4.1.3. For exemption of EMD, the bidder shall submit Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD on producing self attested supporting certificates along with Technical Bid.

2.4.1.4. Price Bid shall be uploaded in GeM Portal through ONLINE: Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

2.5. ELIGIBLE BIDDER:-

2.5.1. The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined in clause No 2.6.

2.5.2. All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure 2 & 3.

2.5.3. Government owned enterprises may participate in this tender if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfilment of minimum qualifying criteria.

2.5.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.25.

2.6. MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:

2.6.1. Average annual financial turnover during the last three Financial years i.e.2020-21, 2021-22 and 2022-23 should be at least Rs.81,54,000/-(Rupees Eighty One Lakhs Fifty Four Thousand only). Turnover figures should be submitted in Annexure-2 and self attested copies of audited profit & loss statement and balance sheet for three financial years shall be uploaded along with the bid.

2.6.2. The bidder should have at least 1(one) year experience of having successfully executed similar works, within the last 7 years ending last day of the month previous to the one in which tenders are invited.

“Similar Works” means Supply/Hiring contract/ Operation & Maintenance/ Maintenance Contracts of Robotic Fire Fighting System. If the bidder is not a manufacturer, he shall submit the valid authorization certificate from the OEM.

2.6.3. In order to meet the Technical criteria as per clause No 2.6.2 above, the bidder shall enclose self-attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

2.6.4. In case of ongoing works, the bidder shall have executed similar works for a minimum of 2 years ending last day of the month previous to the one in which tenders are invited

2.7. Even though the Bidders meet the qualifying criteria as per clause 2.6, they are subject to be disqualified if they have :

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

2.7.2. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

2.8. Last date for submission of Tender: NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.9. AUTHORITY IN SIGNING TENDER DOCUMENTS:

- 2.9.1.** The tender, if submitted on behalf of a Partnership Firm, should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.
- 2.9.2.** In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company as per Annexure-10.
- 2.9.3.** In case of JV/Consortium, the bidder shall submit the Power of Attorney for Lead Member (In case of Consortium / Joint Venture) as per Annexure - 11.
- 2.9.4.** In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him as per Annexure – 12.

2.10. ONE BID PER BIDDER

- 2.10.1.** Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.10.2.** A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they.
 - 2.10.2.1.** have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
 - 2.10.2.2.** Submit more than one Tender in this Tendering process.
- 2.10.3.** A Tenderer that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.25, at the date of contract award, shall be disqualified.
- 2.10.4.** Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.11. TENDERER TO INFORM HIMSELF FULLY

2.11.1.The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Tenderer shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

2.11.2.The Tenderer shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Tenderer is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Tenderer in connection with such investigations for the submission of his offer shall be borne by him and the Board accept no liability or responsibility whatsoever therefore.

2.11.3.Tenderer shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.12. EARNEST MONEY DEPOSIT (EMD)

2.12.1.Earnest money Deposit (EMD) should be of Rs. 27,83,620/- (Rupees Twenty Seven Lakhs Eighty Three Thousand Six Hundred and Twenty only). Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no **2.4.1.3.**

2.12.2.The EMD shall be submitted in the form of Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encasheable at their local branch at Mangalore. Bank Guarantee should be as per Annexure – 7 format and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee will be verified independently by the Port with the bank before finalization of Techno-Commercial Un priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified. The BG shall be uploaded along with the Bid documents. The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid. The Bank Guarantee shall be on a non-judicial stamp paper of Rs.100/-. The Bank

Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest. The EMD will also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No. **2.4.1.3**.

2.12.3. The EMD of unsuccessful bidders other than L1 and L2 be returned immediately after ranking of price bids. The BG for the EMD of L2 be returned immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1. The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Performance Security as stipulated in the tender.

2.12.4. EMD be refunded suo-motto without any application from the bidders.

2.12.5. The EMD of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

2.12.6. By submitting its Bid pursuant to this NIT, Bidder shall be deemed to have acknowledged and confirmed that the EMD shall be forfeited and appropriated by Employer as mutually agreed loss and damage payable to Employer for, inter alia, time, cost and effort of Employer in regard to the NIT without prejudice to any other right or remedy to Employer under the following conditions :

2.12.6.1. If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity or Extended Validity period duly agreed by the bidder.

2.12.6.2. In case of successful Bidder, if the bidder fails within the specified time limit to sign the Contract / Agreement AND / OR furnish the required Performance Security.

2.12.6.3. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the bidder.

2.12.6.4. If any information or representation submitted by bidder is found to be false or incorrect.

2.12.6.5. Any effort by the bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.12.6.6. Any Bid not accompanied with EMD shall be rejected summarily by the Employer as being non-responsive, except in the case, as per clause no **2.4.1.3**.

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

2.13. TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA may request to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request without forfeiting his Bid security. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee.

2.14. AMENDMENTS:

2.14.1. At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the GeM/NMPA website.

2.14.2. The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Tenderers. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Tenderer shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

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

2.16. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL: No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 2.12 of Tender Document.

2.17. TENDERED CURRENCIES: Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.18. PRE BID QUERIES: The pre-bid queries shall be uploaded online only in the GeM portal on or before 11/03/2024 at 15:00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/GeM websites. No pre-bid meeting will be held with the prospective Bidders

2.19. TENDER OPENING AND EVALUATION:

2.19.1. OPENING OF TECHNICAL BID: Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of GeM.

2.19.2. SCRUTINY AND EVALUATION OF THE TENDER

2.19.2.1. Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.6 of ITT (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid security and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied , the bid shall be rejected outright.

2.19.2.2. Conditional offer or alternative offers will not be considered and will be summarily rejected.

2.19.2.3. A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Tenderer who does not fulfil the tender requirements shall not be considered for further evaluation.

2.19.2.4. After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract will be confidential. Any efforts on part of any Tenderer to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Tenderer's bid.

2.19.2.5. To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Tenderer individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose

acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.19.2.6. If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.20. OPENING OF PRICE BID:

2.20.1. Tenders, who are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.

2.20.2. The Tenderers found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Tenderers shall be opened online.

2.20.3. The Bidders has to quote the rate for the subject work in the price Bid format excluding GST.

2.20.4. Comparison and Evaluation of Price Bids will be based on the lowest value (L1) **quoted** by the Tenderer as per price schedule.

2.20.5. The Tenderer whose Price Bid is found to be the Lowest and/or beneficial to the Port Authority shall be considered for award of Contract. The Tenderer whose bid is accepted by the Port Authority, shall be duly informed in writing/ email. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Tenderer shall submit draft Contract agreement in the format approved by the Port Authority and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Tenderer.

2.20.6. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

2.20.7. In order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure:-

2.20.7.1. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.

2.20.7.2. If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject to Class –I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

2.20.7.3. In case such lowest eligible Class – I local supplier fails to match the L1 price, the Class–I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

Note : The Class I local supplier/Class II Local Supplier shall submit the self attested copy of Annexure 18 compulsorily along with the Bid clearly indicating the percentage of local content and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

2.21. 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 No 2.5 and (b) qualified in accordance with the provisions of clause No 2.6. The second bidder (L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder with draws or is not selected for any reason.

2.22. EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL: Notwithstanding Clause no 2.21, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the highest offer.

2.23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.23.1.** The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after 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”).
- 2.23.2.** The notification of award will constitute the formation of the contract subject only to the furnishing of a Performance Guarantee in accordance with the provision of clause 2.24.
- 2.23.3.** The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 6 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.200/-. The contract Agreement shall be signed between the Port Authority and the successful Tenderer within 21 Days from the Date of issue of LOA. The completion period of the contract shall be as mentioned in the LOA/Work order. The tenderer shall submit 10 sets of agreement copies at his cost.
- 2.23.4.** Upon furnishing by the successful Bidder of the Performance Guarantee and executing the Agreement, the Employer will release the EMD of L2 Bidder.

2.24. PERFORMANCE GUARANTEE:

- 2.24.1.** The Contractor shall have to furnish a Performance Guarantee in the form of a Bank Guarantee (BG) for 10% of the Annual Contract Amount inclusive of GST from any Nationalized/Scheduled Bank, as per Annexure-8 format within 28 days from the date of issue of Letter of Intent/ work order. The performance Guarantee shall be valid until the Contractor has executed and completed the Works i.e. 5 years of Contract plus six months claim period after and remedied any defects therein in accordance with the Contract and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate. New Mangalore Port Authority reserves the right to encash the Bank Guarantee in case of any default of the Contractor. On furnishing the Performance Guarantee, the EMD shall be returned. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD). The Performance Guarantee may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed Deposit Receipt from a Commercial bank or

Bank guarantee from any of the Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

2.24.2. Claims under Performance Security: Prior to making a claim under the performance security, the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

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

2.25. CORRUPT OR FRAUDULENT PRACTICES: The Employer requires that Bidders/Contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Employer

2.25.1. defines, for the purpose of these provisions, the terms set forth below as follows:

2.25.1.1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.25.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition..

2.25.2. will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.25.3. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.26. THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.27. MEMORANDUM OF SETTLEMENT: The successful Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any

level without the prior approval of New Mangalore Port Authority in relation to any work under taken by him in the Port premises.

2.28. JOINT VENTURE/ CONSORTIUM: The Bidder may be a single entity or a group of two entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium. **THE LEAD MEMBER SHOULD BE AN INDIAN REGISTERED COMPANY.** Proposals submitted by a consortium shall furnish the following details:

- 2.28.1.** The proposal shall contain the details of each member of the consortium.
- 2.28.2.** The party who has purchased the "Tender document" must be a member of J.V./ Consortium
- 2.28.3.** Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium and shall be submitted along with bid.
- 2.28.4.** All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted to bidder is annexed at ANNEXURE- 5- Joint Bidding Agreement.
- 2.28.5.** Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.
- 2.28.6.** The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment. NOTE: Payments, as due, shall be released only in favour of 'Lead member' of the consortium.
- 2.28.7.** Power of attorney for authorized signatory to be made as per format ANNEXURE-11.

- 2.28.8.** Minimum holding of each partner / member should be 26%.
- 2.28.9.** The validity of the joint venture consortium agreement submitted at the time of submission of bid should continue for entire period of contract as specified in the tender.
- 2.28.10.** All such agreement shall be irrevocable for the entire period of the contract. The formation/constitution of the Joint Venture shall not be altered after submitting the bid and shall remain unchanged till the completion of contract.
- 2.28.11.** During the evaluation of bid, if black listed/debarred firms/individuals of the Private/Public Sector companies/State Govt./Central Govt. owned organizations /Major Ports found to be part of the Joint Venture, such bids liable to be rejected and shall treated as Non-Responsive.
- 2.28.12.** The Technical bid shall be submitted with a copy of Joint Venture Agreement to legally bind both the partners (Lead Partner & Partner) Jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each partners of the joint venture. Such JV Agreement must evidence the commitment of the partners to bid and to execute the contract if their bid is successful. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and behalf of the partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead partner.
- 2.28.13.** The JV Agreement must specifically state
- 2.28.13.1.** Date and Place of signing
- 2.28.13.2.** The purpose of Joint Venture (must include the details of contract for which the Joint Venture has been invited to bid)
- 2.28.13.3.** A clear and definite manner including the proposed administrative arrangement for the management and execution of the contract
- 2.28.13.4.** It is valid for the contract/project for which is bidding done.
- 2.28.14.** If JV breaks up mid way before the award of contract and during bid validity period, bid will be rejected and EMD forfeited.

2.28.15. Joint Venture should be legally constituted by complying with the applicable laws and a Certificate from the Auditors of the Joint Venture partners should be enclosed to that effect.

2.28.16. If JV breaks up before completion of the contract, in addition to normal penalties as per provision of bid document, both the partners of the JV shall be debarred from participating in future bids for a minimum period of 3 years and Performance Bank Guarantee will be encashed.

2.28.17. The Minimum Qualification Criteria of the Tender to be jointly fulfilled by the partners of the Joint Venture i.e “Experience Criteria” to be fulfilled by one individual/firm and “Financial Criteria” to be fulfilled by the other individual/firm.

2.28.18. In case of foreign partner in Joint Venture claiming “Experience” or “Financial Turnover”, the Lead Partner should provide a Certificate from Statutory Auditors in India for the same and this shall be enclosed with the Technical bids. The certificate should clearly specify the “Experience” / “Financial Turnover” as per the MQC requirements.

2.28.19. Joint Venture Agreement and Power of Attorney shall be executed on Rs.100/- Non-Judicial stamp paper and notarized.

2.29. SETTLEMENT OF DISPUTES:

2.29.1. Amicable Settlement of Disputes: If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Contractor in connection with subject tender, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party to refer the disputes to the Chairman of New Mangalore Port Authority and Contractor as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve such dispute, difference or claim.

2.29.2. Conciliation: If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 2.29.1 or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard

operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.29.3.

2.29.3. Arbitration

2.29.3.1. Any Dispute which is not resolved amicably as provided in Clause 2.29.1 and/or 2.29.2 shall be finally settled by arbitration as set forth below: -

2.29.3.1.1. The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

2.29.3.1.2. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Appendix.

2.29.3.1.3. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.

2.29.3.1.4. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

2.29.3.2. Adjudication by Adjudicatory Board: In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Contractor and the New Mangalore Port Authority, all disputes not settled under Clause 2.29.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties

cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 2.29.3 and the adjudication hereunder shall be final and binding.

2.29.3.3. In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

2.30. CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

2.30.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 20.**

2.30.2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

2.30.3. “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-

2.30.3.1. An entity incorporated, established or registered in such a country; or

2.30.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or

2.30.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

2.30.3.4. An entity whose beneficial owner is situated in such a country; or

2.30.3.5. An Indian (or other) agent of such an entity; or

2.30.3.6. A natural person who is a citizen of such a country; or

2.30.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2.30.4. The beneficial owner for the purpose of [2.30.3] above will be as under:

2.30.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- 2.30.4.1.1.** “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- 2.30.4.1.2.** “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2.30.4.2.** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2.30.4.3.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 2.30.4.4.** Where no natural person is identified under 2.30.4.1 or 2.30.4.2 or 2.30.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 2.30.4.5.** In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- 2.30.5.** An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 2.30.6.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per Annexure – 21.

Sd/-
(Sringeswara N S)
Superintending Engineer (Mechl).

3. GENERAL CONDITIONS OF THE CONTRACT(GCC)

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

- 3.1.1. **"Employer"** means New Mangalore Port, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.7. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

- 3.1.10. "Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- 3.1.11. "Approved" or "Approval"** shall mean approval in writing.
- 3.1.12. "Month"** shall mean English Calendar Month.
- 3.1.13. "Engineer-in-charge/representative"** shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.14. "Local Content"** means the amount of value assed in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties) as a proportion of the total value, in percent.
- 3.1.15. "Class – I local supplier"** means a supplier or service provider , whose goods , services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.16. "Class – II Local Supplier"** means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.17. " Non Local supplier "** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.18. "Margin of purchase preference"** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.19. "L1"** means the Lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.20. Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.21. "Procurement entity"** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2. USE OF CONTRACT DOCUMENT:

- 3.2.1.** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 3.2.2. Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended

to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3. PERIOD OF CONTRACT

- 3.3.1.** The contract shall be awarded for a period of 5 Years from the date of deployment of 5 Nos. Robotic Fire Fighting System. The Robotic Fire Fighting System shall be supplied by the contractor within 90 days from the date of issue of LOA/Work order.
- 3.3.2.** NMPA shall, however, have the right to exercise its discretion of extending the contract by One year in case it considers it necessary. The extension shall be granted on the basis of same terms and conditions.
- 3.3.3.** No request for any change in rates will be entertained during the pendency of the contract.

3.4. PAYMENTS:

- 3.4.1.** Monthly payment along with applicable GST will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the attendance register, receipt of ESI & EPF contributions made to the contract staffs, extract of wages payment Register, bank statement of the contractor for the month for which the contractor submits the bill, as documentary evidence. No advance payments shall be made to the contractor.
- 3.4.2.** Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Retention money of Performance Security amount.
- 3.4.3.** The successful Bidder should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank, ESI, PF credited details etc. The successful Bidder must certify that the payment to the employees provided by him have to be credited to concerned individual bank.
- 3.4.4. INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE:** Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

3.4.5. The contractor should submit all the GST return within time lien specified by the Government. If any ITC lost by Port due to non filing of returns will be recovered from the contractor

3.5. TERMINATION OF THE CONTRACT

3.5.1. In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30) days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

3.5.2. In the event of such termination of the contract, NMPA shall be entitled to:

3.5.2.1. forfeit the security deposit as it may consider fit;

3.5.2.2. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.

3.5.3. If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

3.5.4. If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3.5.5. DEBARRING OF BUSINESS DEALINGS:

3.5.5.1. In the event of premature termination of contract in terms of provisions of clause 3.5 above, NMPA shall also be entitled to debar the contractor for participation in future tenders of NMPA for a period of three (03) years.

3.5.5.2. Further, in case if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its

sole discretion may terminate the contract and debar such contractor for a period of three (3) years.

3.6. CONTRACTOR'S RESPONSIBILITIES & DUTIES:

- 3.6.1.** The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Tenderer shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 3.6.2.** All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep NMPA indemnified against liabilities arising out of the contract on this account.
- 3.6.3.** The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following:
 - 3.6.3.1.**Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - 3.6.3.2.**The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - 3.6.3.3.**The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - 3.6.3.4.**The Minimum Wages Act 1948.
 - 3.6.3.5.**The Payment of Bonus Act 1965.
 - 3.6.3.6.**The Payment of Gratuity Act 1972.
 - 3.6.3.7.**The Payment of Wages Act 1936.
 - 3.6.3.8.**The Motor Vehicle Act.
- 3.6.4.** The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 3.6.5.** The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It

shall be the responsibility of the contractor to get all employees/workmen deployed at NMPA premises duly screened and verified, preferably through police verification. NMPA shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of NMPA such person's conduct is not commensurate with the requirements, discipline, decorum and decency of NMPA and/or the person is not desirable with proper performance of the work.

- 3.6.6.** The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 3.6.7.** The contractor shall provide adequate number of trained Operators and other workers at all the desired operational points, including performance of incidental and general services, expeditiously and to the satisfaction of NMPA officials.
- 3.6.8.** The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components should also be provided by him at the terminal so that the work is not hampered at the terminal.
- 3.6.9.** The contractor will be required to keep its premises and/or workshop in the terminal premises neat and clean in all respects.
- 3.6.10.** In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, NMPA is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of NMPA due to the contractor's failure to fulfill his statutory obligations under the aforesaid Acts and the Rules, NMPA shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of NMPA under relevant sections of the concerned Acts. NMPA shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by NMPA to the contractor whether under the particular contract or otherwise, NMPA shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to NMPA security for all costs for which NMPA might become liable in contesting such claim. The decision of NMPA regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- 3.6.11.** If NMPA, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within

one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

- 3.7. LICENCE/PERMISSION/REGISTRATION:** Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or NMPA as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, equipment, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against NMPA by Contractor shall be entertained by NMPA for any breach of the provisions/Acts or laws by the contractor.
- 3.8. INSURANCE:** Any damages to the equipment supplied by the Contractor/ Departmental properties during the execution of works will be on contractors account. Hence, it is advisable for contractor to take a suitable insurance policy for their equipment and employers during the contract for allied activities/risks, if any. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of NMPA for fulfillment of this contract. NMPA, however, will be recovering the value of any damage that has arisen during the contract by the contractor, from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.
- 3.9. INDEMNIFICATION:** The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

3.9.1. The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

3.9.1.1. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.

3.9.1.2. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

3.9.1.3. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

3.9.1.4. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

3.9.2. The Contractor shall submit an indemnity bond on a Rs.100/- stamp paper as per the format at Annexure 18.

3.10. COMPLIANCE WITH STATUTES, REGULATIONS: The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The percentage quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the NMPA to witness the payment made by the Contractor to his staff and labour.

3.11. INTEGRITY PACT: For every work / procurement / contract the value of which is Rs. 5 Crores and above, the integrity pact agreement format as given at Annexure -14 shall form

a part of the tender document. The filled in & signed Integrity pact as per Annexure-14 shall be prepared in Non-judicial stamp paper and submitted in original along with Technical bid in case of conventional tender by all the participating NMPAs . In case of e-tendering, scanned copy of filled in & signed Integrity pact as per Annexure-14 prepared in Non-judicial stamp paper shall be uploaded along with technical bid and the original shall be submitted to Notice Inviting Tender Authority within 7 days of opening of tender by all the participating Contractors. The Integrity pact signed by NMPA and the successful bidder shall be made part of contract agreement.

The following Independent External Monitor (IEM) is nominated.

Dr. Subhash Chandra Khuntia, IAS (Retd)

16-C, MCHS Colony,

HSR Layout (Sector 6),

Bangalore -560102

Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com

- 3.12. POLICE VERIFICATION:** At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.
- 3.13. FORCE MAJEURE:** Notwithstanding anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.
- 3.14. DEATH OF THE CONTRACTOR:** No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.
- 3.15. WAIVER OF DAMAGES:** In case of Accidents, fire, fog, congestion, etc., the Chairman, New Mangalore Port Authority may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such

an action is brought out clearly on record. Notwithstanding anything contained hereinabove, the Chairman, NMPA shall be the `Authority to consider waiver of any damages imposed under this contract, by the Mechanical Engineer / Engineer In-charge, in part or full, at his sole discretion.

3.16. INTERPRETATION OF THE CLAUSE: Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the NMPA's condition/clause of contract if required.

3.17. PAYMENT OF WAGES: Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift they shall be paid, overtime at double the normal wages.

3.17.1. The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills.

3.17.2. Wages, OT, Bonus paid shall be entered in personnel register

3.17.3. The minimum wages per day applicable as on 01.10.2023 as per Minimum Wages Act, 1948 are

3.17.3.1.	Highly Skilled	Rs.915/-
3.17.3.2.	Skilled	Rs.832/-
3.17.3.3.	Semi Skilled	Rs.709/-

3.18. WELFARE MEASURES - EPF, ESI, BONUS:

3.18.1. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".

3.18.2. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".

3.18.3. Bonus: Bonus shall be paid as per the Bonus act and updated amendments..

3.18.4. The prevailing rates of employees contribution and immediate employers contribution towards ESI, EPF are:

<u>Employees Contribution</u>	<u>Immediate Employers Contribution</u>
1) ESI 1.75% of the Wages	3.75% of the Wages
2) EPF 12% of the Wages	13.% of the Wages

- (i) The immediate employer's contribution (Contractor) towards ESI, EPF is the liability of the Contractor. As such the rate shall be inclusive of ESI & EPF. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPA).
- (ii) The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt, whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
- (iii) It shall be mandatory for the contractor to obtain (or at least apply for) labour license before the commencement of the work as per guidelines if necessary. (To enable the Contractor to apply for labour license, necessary certificate of award of work shall be given by NMPA).
- (iv) Any enhancement of Wages, EPF, ESI during the tenure of the Contract shall be borne by the Contractor without any financial implication to NMPA.

Sd/-
(Sringswara N S)
Superintending Engineer (Mechl).

4. SPECIAL CONDITIONS OF THE CONTRACT

- 4.1. **Contractor's Working Area :** The Contractor will be provided with one room in the Pump House of Berth No.13 for their office and store, free of cost. The Contractor will be permitted to use the Toilet facilities provided in the building. The Contractor, shall confine his men, materials and plant to the site to which he is given possession of. The Contractor shall not use any part of the site for purpose not connected with works.
- 4.2. **Water Supply:** Fresh water will be made available to the contractor at the nearest existing fresh water supply line at free of cost.
- 4.3. **Electric Power:** Electric Power supply will be made available to the Contractor free of cost, if available, for Maintenance of Robotic Fire Fighting System and also for the Office/Store room provided to the Contractor.
- 4.4. **Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his staff and workmen for whom Port Entry Passes are required. Vehicle fitted with spark arrestors will only be permitted to Oil terminal area.
- 4.5. Dock Safety Regulations will be applicable to personnel working at terminal.
- 4.6. No accommodation / transport facility will be provided by the port to the workmen. Residential facilities at Port residential colony may be made available to contractor at his request for his employees during contract period on payment basis, subject to availability, as per NMPT rules.
- 4.7. The Contractor shall ensure smooth operation throughout the contract period by continuously monitoring the condition and health of the Robotic Fire Fighting System during operation. Regular maintenance should be carried out as and when required. Any break downs in any Robotic Fire Fighting System is to be immediately reported to the EIC or his representative.
- 4.8. New Mangalore Port Authority has the absolute right to inspect Robotic Fire Fighting System at any time. Any abnormal condition observed in operation or maintenance of these facilities during such inspection shall be rectified by the Contractor immediately.
- 4.9. 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. 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.

- 4.10.** Cooking is not permitted inside the plant. If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor. Port entry pass of such personnel shall be surrendered to the EIC or his representative.
- 4.11.** The staffs deployed for the Operation and maintenance of the Robotic Fire Fighting System shall be as per the qualifications prescribed at clause No 4.1 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated twice to issue warnings to the concerned staff. If the concerned staff doesn't change his attitude of disobedience/ misbehavior; a third notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the third notice shall immediately remove the staff from the contract and provide a replacement within 7 days from the date of issuance of the third notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 7 days from the date of issuance of the third notice, a penalty of Rs 500 per day in addition to the nonpayment of wages for the concerned staff shall be imposed from the 8th day of issuance of third notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 4.12. UNIFORM ARTICLES & SAFETY MATERIALS:** The following materials shall be issued to persons engaged by the contractor during the contract period :-

Sl. No.	Particulars	Qty	Periodicity
1	Uniform – (Pair of Shirt & Pant of Terri Coat blue/Khaki in colour)	1	Every Year
2	Safety Helmet	1	Every 3 Years
3	Shoes and Socks	1	Every Year
4	Washing soaps	1	Every Month
5	Raincoat	1	Every 3 Years
6	Hand Gloves	1pair	Every 3 months
7	Ear Plug	1 pair	Every 3 months
8	Safety harness & safety rope	3 Nos. in total	--

Sd/-
(Sringswara N S)
Superintending Engineer (Mechl).

5. SCOPE OF WORK

5.1. SCHEDULE OF QUANTITIES : New Mangalore Port intends to hire 5 Nos. Robotic Fire Fighting Systems on Monthly Hire basis for a period of 5 years and extendable by one year with same rates, terms and conditions. The scope of work includes Supply, Operation & Maintenance round the clock.

5.2. The Technical Specification of Robotic Fire Fighting System are as follows:

Water/foam monitor	Not less than 1750 LPM – UL Approved or any equivalent approved standard.
Application	Sea water application
Integral Inbuilt Foam tank	Not less than 400 Lt capacity
Monitor shall be of	SS304
Nozzle	AFFF foam/jet/spraying type
Jet distance	Horizontal - Not less than 53 Mt. Vertical – Not less than 35 Mt. at 300 degrees angle in still wind conditions.
Monitor movement	Vertical movement: -10 to +90°; Horizontal movement: Not less than 270°
Monitor – additional fitting	Hand wheels for local manual operation.
Monitor motor rating	IP 66
Additional fittings	Shall be fitted with curtain nozzles to protect robot from all sides from radiant heat
Floodlights	Shall be equipped with floodlights of minimum 40W and illumination should not hinder camera vision
Robot Controls	Wireless workable distance of 500 meters in line of sight in open field and shall have joystick-based controls.
Manual override	Shall have manual override system for all functions
Camera	Shall have both a Thermal camera and HD vision camera and video shall be transmitted live in real time
Drive system	Drive system shall be hydraulic.
Drive Power source	Minimum 10 HP I/C Engine with Fuel Tank of 2 hours capacity equivalent to 2 hours of driving time and 10 hours of idling time and shall have a flame proof spark arrestor fitted onto the exhaust pipe.
Control power source	Separate power source for drive, control and monitor operation shall be provided that provides capacity for at least 4 hours duration for monitor movement, camera feed

	and communication operations with provision to swap battery for extended operation duration.
Tracks	Tracks shall be made of steel.
Movement	Shall be easily maneuverable and be able to negotiate a slope of up to 20° and be able to take point turns.
Towing Trolley	The towing trolley shall be robust and shall be able to withstand road disturbance & vibration for towing speed up to 30 km/hr. The towing trolley shall have manual pull handle. The towing trolley shall have railing and latching arrangement to securely fix the Equipment on itself for towing safety.
Flameproof	All electrical equipment such as motors, batteries, solenoid valves, floodlights and cameras shall either be flameproof or mounted inside a flameproof enclosure. The fire fighting robot shall be compatible to be used in Zone I as per OISD standard.

- 5.3.** The tenderer shall operate and maintain the Robotic Fire Fighting System Round the Clock (24X7). Cost of all Manpower and spares, consumables should be included in the quoted price. O.T., insurance, EPF/ESI for manpower, over heads and profit etc. should also be included in the quoted price.
- 5.4.** The Robotic Fire Fighting System shall be used at NMPA as well as outside of NMPA for firefighting as and when required.
- 5.5.** NMPA shall provide the Fuel required for the Operation on free of cost basis. The consumption of fuel shall be finalized based on the recommendation of OEM.
- 5.6.** The Water/ foam required for operation shall be supplied by the Port on free of cost basis.
- 5.7.** The contract shall be for a period of 5 years. The contract may be extended for an additional period of one or two year at the same rates, terms & conditions, provided the contractor has performed satisfactorily in the previous years.
- 5.8.** The Tenderer should deploy 1 trained fireman as Operator cum Mechanic for each shift of 8 Hrs. and 1 Operator shall be deputed as Reliever when required for the weekly off for 24x7 operation of equipment.
- 5.9.** Performance Test: The deployed Robotic Fire Fighting System shall be tested every week for half an Hour operation to check the performance of the system through mock drill.

Failure to report to the site within the stipulated guideline will attract the penalty @ 10% of the monthly hire charges. If repeated failure may lead to termination of the Contract.

5.10. LIQUIDATED DAMAGES: The successful operator shall supply both the Robotic Fire Fighting Systems within 90 days from the date of issue of work order failing which the Liquidated Damage (LD) will be imposed at ½ % per week or part thereof on the contractual value. However the maximum amount of LD shall be 10% of the contract price. If the Robotic Fire Fighting System is not delivered within beyond 120 days from the date of issue of work order, the contract shall be liable to be terminated and the performance guarantee will be forfeited.

In addition to the above , the firm will be banned from participating in future tenders for a period of three (3) years.

5.11. DOWNTIME FOR PLANNED MAINTENANCE:

5.11.1. The Contractor shall be allowed a planned downtime of one day for each completed month of service during the contract period for up keeping of each Robotic Fire Fighting System. However, the contractor must take prior permission of the Engineer In-Charge, NMPT, before laying up the Robotic Fire Fighting System to carry out such maintenance work. The contractor can avail a maximum planned downtime up to 6 days half yearly(for every 6 months) during the contract period to carry out any work / repairs (From the date of Commencement of Contract). Any planned down time not availed within respective half calendar year will lapse and cannot be carried over to the next half calendar year.

5.11.2. For availing the planned downtime, prior permission will have to be obtained in writing from the Engineer in-charge. NMPA.

5.11.3. However any downtime for which prior permission from Engineer in-charge, NMPA has not been obtained shall be deemed as off-hire (break down) of Robotic Fire Fighting System and deduction shall be made as per Clause 7 (Penalty) below.

5.12. PENALTY:

5.12.1. This clause shall be applicable for non availability of Robotic Fire Fighting Systems on account of break downs:-

Penalty slabs are as below for any break down:-

Up to 2 days = **25 %**of hire charges per day per machine + Nonpayment of hire charges per machine

3 to 7 days = **50%** of hire charges per day per machine+ Nonpayment of hire charges per machine

8 to 15days = **75%** of hire charges per day per machine + Nonpayment of hire charges per

machine

16 to till the readiness of the equipment = **100%** of hire charges per day per machine + Non-payment of hire charges per machine.

Note: Hiring charges for each Machine per month shall be calculated based on the average of monthly charges quoted for 5 Nos. of Robotic Fire Fighting System.

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

5.12.2.1. If the Robotic Fire Fighting System is not available up to four (4) hours, there is no penalty. If non-availability continued beyond four (4) hours, then penalty will be imposed on pro-rata basis.

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

5.13. If the Machine is not ready within 60 days of breakdown, the contractor has to make alternate arrangement for replacement of the same, failing which the hiring contract for the Break down machine shall be treated as cancelled.

5.14. In the event of handing over Oil Berths to PPP operator or captive users, the obligations shall be taken over by the new entity till the completion of the Contract as per the terms of the Condition with financial Implications.Payment to the Contractor will be made by the new entity directly.

Sd/-
(Sringswara N S)
Superintending Engineer (Mechl).

ANNEXURE –1

PARTICULARS OF TENDERER:

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

Tenderers should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

A: Banker's Details:

Name of the Banker In Full	
Address of Banker	Telephone No:
	Fax No:
	Contact Person name:

B: In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached.

Financial Year	Turnover		
	2020-21	2021-22	2022-23
i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

Attachments :-

- i) Financial reports for the last three years: balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.

Signature & Seal of the Tenderer

ANNEXURE- 3

DETAILS OF EXPERIENCE

Sl. No.	Name of Work	Work Order and Date	Value of the Contract

Signature of Tenderer with Company

Seal

NOTE: The Tenderer shall enclose the notarized copies of the supporting documents viz., work order copies/agreements/satisfactory completion certificates/ any other documents from the clients as proof of handling for verification.

TENDER FORM

(Note: - Tenderers are required to fill up all the blank spaces in this Tender Form)

To,

The Chief Mechanical Engineer,
New Mangalore Port Authority,
Panambur, Mangalore – 575 010.
India

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years”**, we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees of 10% of the Contract Value in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. 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.
5. We have deposited the Earnest Money as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Guarantee in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Authority .
7. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc. but excluding GST. GST shall be payable extra as applicable.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of
(IN BLOCK CAPITALS)

Witness

Signature:

Address:

JOINT BIDDING AGREEMENT (IN CASE OF CONSORTIUM)

(To be executed on Non-judicial Stamp Paper of Rs. 100/- value)

Know all men by these presents that we, ----- and -----
---- (persons and Companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of tender.

Whereas the New Mangalore Port Authority (herein after referred to as "the Employer") has invited tenders from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of -----
----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are ----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract) and ----- (name of the person) of (name of the firm) and -----(name of the person) and ----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of this Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of ----

SIGNED SEALED & DELEVERED

By with named-----

-----through its

duly constituted attorneys

----- in the presence of

SIGNED SEALED & DELEVERED

By with named-----

-----through its

duly constituted attorneys

----- in the presence of

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for "**Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years**" and Guaranteeing the performance for a period of 6 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
16. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for "**Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years**" in conformity in all respects with the provision of the Contract.
16. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of "Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years"**, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA...../2023..... dated...../...../2023 and contains with.....pages in all.

Signed, sealed and delivered
by _____ for and on behalf of the said
_____ in pursuance of a resolution of
the Board of Directors of the
_____ passed at a meeting held on

(Contractor)
COMPANY SEAL

Witness:

- 1.
- 2.

CHIEF MECHANICAL ENGINEER
For and On behalf of the NMPA
(Board)

in presence of
Witness

- 1.
- 2.

SPECIMEN BANK GUARANTEE FORM FOR EMD

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

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

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

Date: _____

TENDER GUARANTEE No.: _____

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

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

- a) Withdraws the Bid after Bid opening during the period of Bid Validity or Extended Validity period duly agreed by the bidder.
- b) fails within the specified time limit to sign the Contract / Agreement AND / OR furnish the required Performance Security.
- c) If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the bidder.
- d) If any information or representation submitted by bidder is found to be false or incorrect.
- e) Any effort by the bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- f) Any Bid not accompanied with EMD shall be rejected summarily by the Employer as being non-responsive, except in the case, as per clause no 2.4.1.3.
- g) In the event of forfeiting the EMD/LD/SD, GST is applicable and while imposing penalty GST shall be collected.

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

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

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

[signature(s)]

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

ANNEXURE –8

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

1. In consideration of the Board of New Mangalore Port Authority incorporated by the Major Port Authority Act, (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for “**Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years**” vide Work Order No._____(hereinafter called ‘the Contract’) to M/s. “**Name of the Contractor**” (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, _____(Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the

Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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 remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____/-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/-----/2027.
- 11.

Dated ----- day of -----2023

(Authorised Signatory/s)
(Name & Code No.)
(For and on behalf of Bank.)

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

Sub: Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years.

Ref: _____

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

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

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 **“Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER (IN CASE OF CONSORTIUM / JOINT VENTURE)

Know all men by these presents that We, _____, _____ and _____ (hereinafter collectively referred to as “the Consortium/joint venture”) hereby appoint and authorise _____ Ltd as our attorney.

Whereas the NMPA (NEW MANGALORE PORT AUTHORITY) (hereinafter referred to as “the Employer”) has invited applications from interested parties for _____ (hereinafter referred to as “the Contract”).

Whereas the members of the Consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this Tender along with its amendments, addendum and related documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Contract.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to the _____ NEW MANGALORE PORT AUTHORITY, to follow up with the NEW MANGALORE PORT AUTHORITY and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

FORMAT FOR PROPRIETORSHIP

To,
The Chief Mechanical Engineer,
New Mangalore Port Authority,
Headland Sada, Vasco,
India

Sir,

Name of the Work: **"Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years**

Ref.: E-tender No. **CME-19/2023-24 dated 04/03/2024**

This is to inform you that I Mr. (Name)_____is the sole proprietor of M/s. _____having their registered office at _____(Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by New Mangalore Port Authority.

Sign and Seal of the Bidder/ Bidders Authorized representative

Bank Information for E-Payment

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

Signature and seal of the Tenderer

INTEGRITY PACT

General

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

WHEREAS the 'BUYER/EMPLOYER' has invited bids for "**Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years**" and the BIDDER is submitting his bid for the same and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate

or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

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

6. Sanctions for Violations

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

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

(iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission
Name and Address of the Monitor :

Dr. Subhash Chandra Khuntia, IAS (Retd)

16-C, MCHS Colony,

HSR Layout (Sector 6),

Bangalore -560102

Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com

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

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

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

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

12. Validity

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

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

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

13. The parties hereby sign this Integrity Pact at _____ on ____/____/2024

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

DISPUTES REVIEW BOARD AGREEMENT

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

THIS AGREEMENT, made and entered into this Day of _____ 20_____ Between ("the Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board") consisting of One/three DR Board Members, (Members from either party, i.e contractor and Employer/ Board)

- (1)
- (2)
- (3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

- 1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
- 2. Except for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Engineer or Engineer's Representative concerning conduct of the Works.

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer's Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer's Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer's Representative, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or Engineer's Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;

- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 4 The Contractor shall
- a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities, and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed
10. DR Board Site visits :
- a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
 - c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.
11. Procedure for disputes referred to the DR Board :
- a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it

is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.

- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Engineer or Engineer's Representative stating that it is made pursuant to *(insert relevant clause no.)*.
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or Engineer's Representative. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Note Delete if it is one member DR Board]

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway.

The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

Signed, sealed and delivered

by _____ for and on behalf of the said
_____ in pursuance of a resolution of

the Board of Directors of the
_____ passed at a meeting held on

(Contractor)
COMPANY SEAL

Witness:

1.

2.

CHIEF MECHANICAL ENGINEER
For and On behalf of the NMPA
(Board)

in presence of
Witness

1.

2.

UNDERTAKING OF INDEMNIFICATION (On a Rs.100 Stamp Paper)

We_____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by us.

We_____ (Bidders name) shall indemnify, protect and defend at our own cost, New Mangalore PORT AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We_____ (Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We_____ (Bidders name) hereby undertake that ,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Representative

Sign and Seal of the Bidder/ Bidders Authorized

ANNEXURE -17

DETAILS OF ONGOING CONTRACTS

SI No	Work Order Description	Work Order No.& date	Work Order Value	Department which has issued the Workorder	Date of completion asper work order

Sign & Seal of the Contractor

ANNEXURE 18.

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local content
CME-19/2023-24 dated 04.03.2024 "Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years"	

Sign & Seal of the Contractor

UNDERTAKING FOR SITE VISIT

I/We _____ (Company Name), hereby declare that, i/ We have inspected the Oil Jetty area and assessed the site conditions as per the scope of works and tender terms and conditions involved in carrying out the work of **“Hiring of 5 Nos. Robotic Fire Fighting System for a period of 5 Years”** and the rates quoted by us involves all expenditure to carry out the work as mentioned in the Technical specifications and scope of Work..

Sign and Seal of the Bidder/ Bidders Authorized representative

Certificate for Tenderers / Bidders sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

6. PRICE BID

<u>Tender Inviting Authority:</u> Office of the Superintending Engineer(M), New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010							
<u>Name of Work:</u> HIRING OF 5 NOS. ROBOTIC FIRE FIGHTING SYSTEM FOR A PERIOD OF 5 YEARS							
<u>Tender No:</u> CME-19/2023-24 DATED 04/03/2024							
Name of the Bidder/ Bidding Firm / Company :							
Sl.No.	Item Description	Unit of Measure	Total period in Months	Hiring Charges per Month excluding GST In INR	Total Cost for 60 months (5 years) in INR excluding GST	GST in %	Total Hiring Charges Cost for 60 months (5 years) in INR including GST
1	Monthly Charges for Hiring of 5 Nos. of Robotic Fire Fighting System	Per Month	60		0		0
TOTAL CONTRACT AMOUNT in Rs.							0

Contractor signature
Stamp & Seal:

1. NMPA BANK DETAILS FOR REMITTING EMD

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

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

2. CHECK LIST

Tender No: CME-19/2023-24

Dated: 04/03/2024

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD details or supporting document for exemption of as per clause 2.4.1.3.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Particulars of Tenderer as per Annexure –1 . b) Copies of annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years as per Annexure-2 . c) List of work orders and satisfactory completion certificate/any other documents issued by the client, duly attested by notary shall be submitted as per Annexure–3 d) Tender Form as per Annexure- 4 e) Joint Bidding Agreement (In case of Consortium)- Annexure 5 f) Form of Agreement as per Annexure –6 g) Specimen Bank Guarantee Form for EMD as per Annexure – 7 h) Specimen Bank Guarantee Form for Performance security as per Annexure – 8 i) Format for Declaration – Annexure-9 j) Power of Attorney: - Annexure -10	-	

	<ul style="list-style-type: none"> k) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - Annexure 11. l) 'Format for Proprietorship' – Annexure – 12 m) Bank Details of the Tenderer for E-Payment - Annexure-13 n) Integrity Pact – Annexure -14 o) Disputes Review Board Agreement – Annexure 15 p) Undertaking Of Indemnification – Annexure 16 q) Details Of Ongoing Contract – Annexure 17 r) Verification Of Local Content – Annexure 18 s) Undertaking for site visit - Annexure 19 t) Certificate for tenderers / bidders sharing land border - Annexure 20 u) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -21 v) Copies of the GST Registration Certificate and PAN card to be submitted. 		
PRICE BID	Price Bid (Online Mode Only)		