



नवमंगलूरपत्तनप्राधिकरण

NEW MANGALORE PORT AUTHORITY

पत्तन, पोतपरिवहन और जलमार्गमंत्रालय, भारतसरकार

**Ministry of Ports, Shipping & Waterways, Govt. Of
India**

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N.I.T. No. NMPA/CME/2024-25/MHCs

Date:20.08.2024

TENDER DOCUMENT FOR

**“OPERATION AND COMPREHENSIVE MAINTENANCE
CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T
CAPACITY, MOBILE HARBOR CRANES (MHCs) OF
NMPA, FOR A PERIOD OF 3 YEARS”**

(NIT, GENERAL TERMS & CONDITIONS, SPECIAL TERMS &
CONDITIONS TECHNICAL SPECIFICATION & BOQ)

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SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CPP PORTAL

N.I.T. No. NMPA/CME/2024-25/MHC

Date:20.08.2024

Name of Work: “OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS”.

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrolment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirement and then attach them along with bid documents during bid submission. This will ensure easier upload of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit documents as stated in the tender document; otherwise, the bid will be rejected.
7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
8. यदि कोई स्पष्टीकरण है, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or <http://www.newmangaloreport.gov.in> पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are queries connected with this tender, have to be clarified online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on

<http://eprocure.gov.in/eprocure/app> or <http://www.newmangaloreport.gov.in>. All documents to be submitted, as indicated in the tender schedule should be in PDF formats.

9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट /कुरियर /दिया करना होगा। Bidder should arrange for the Bid Security/EMD & tender fee (as applicable) as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए | The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the tender document(s) online well in advance, before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा | There is no limit on the size of the file that can be uploaded at the server end. However, the upload is dependent on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and file size is optimum. This will help in quick uploading even at very low bandwidth speeds.
13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरूद्ध हुए नहीं हैं, को अपूर्ण /अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा। It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, Bid Submission Process is completed. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any delay or the difficulties faced during submission of bids online by the bidders due to local issues.
15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को अस्वीकार कर दिया जाएगा। The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected.
16. बोली को फ्रीज करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों

को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।

At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details. The documents submitted by the bidder should then digitally signed using the e-token of the bidder and then submitted.

17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्रॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।
After the bid submission, the bid summary has to be printed and kept as proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for correctness of the bid.
19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा। The time displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) (से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क, ईएमडी और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee, EMD and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected.
23. बोली लगाने वाला /निविदाकार /ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail input credit to Port.
25. ईएमडी /एलडी /एसडी को जम्ब करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।

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

26. सफल बोलीदाता द्वारा समय पर जीएसटी रिटर्न दाखिल किया जाएगा। रिटर्न दाखिल न करने के कारण खोया गया कोई भी इनपुट टैक्स क्रेडिट सफल बोलीदाता से वसूल किया जाएगा।

GST returns shall be filed in time by the successful Bidder. Input Tax credit lost if any due to non-filing of return will be recovered from successful Bidder.

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SCHEDULE OF TENDER (SoT)

N.I.T. No. NMPA/CME/2024-25/MHC

Date:20/08/2024

NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority through electronic tendering system under two bid system through CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>,

निविदासंख्या/ TENDER NO. CME-05/2024-25 Dated: 20/08/2024

निविदाआईडी/ Tender ID: 2024_NMPT_821885_1

1	काम का नाम / Name of work	Operation and Comprehensive Maintenance contract for 2 Nos. Italgru make, 63 T Capacity, Mobile Harbor Cranes (MHCs) of NMPA, for a period of 3 years
2	निविदाकातरिका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	अनुमानितराशिनिविदामेंडालीगई/ Estimated amount put to Tender	Rs.16,20,00,000/- (Rupees Sixteen Crores Twenty Lakhs only) excluding GST
4	निविदाशुल्क/ Tender Fees	Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(e) of ITT
5	बयानाराशि/ Earnest Money Deposit	Rs.38,23,200/- (Rupees Thirty Eight Lakhs Twenty Three Thousand Two Hundred only) or exemption certificate as per clause No 2.2.1(e) of ITT. The EMD may 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.
6	पार्टियोंकोडाउनलोडकरनेकेलिएउपलब्धनिविदा आमंत्रणसूचनाकीतिथि/ Date of NIT available to parties to download.	20/08/2024 at 10.00 hrs
4	ऑनलाइनप्री-डकेरीसबमिशनशुरूहोनेकीतिथि/ Date of Starting of online Pre-bid query submission	20/08/2024 at 10.00 hrs
5	ऑनलाइनप्रीबिडकेरीसबमिशनकोबंदकरनेकीतिथि/ Date of Closing of online Pre-bid query submission	28/08/2024 at 12.00 hrs
6	बोली-पूर्व बैठक की तिथि/Date of pre-bid meeting	29/08/2024 at 15.30 hrs
7	ऑनलाइनबोलीजमाकरनेकेलिएईनिविदाशुरूहोने कीतिथि/Date of Starting of e-Tender	30/08/2024 at 10.00 hrs

	for submission of bid on-line at http://eprocure.gov.in/eprocure/cpp	
10	बोलीजमाकरनेकेलिएई-निविदाबंदकरनेकीतिथि/Date of closing of e-Tender for submission of Bid.	10/09/2024 at 15.00 hrs
11	तकनीकीबोलीखोलनेकीतिथिएवंसमय/Date & Time of opening of Technical Bid.	11/09/2024 at 16.00 hrs
12	मूल्यबोलीखोलनेकीतिथिऔरसमय/ Date & Time of opening of Price Bid	To be communicated separately to the qualified bidders
13	संविदाअवधि/ Contract period	3 years as per the dates mentioned in the work order with a provision to extend for a further period of two more years.
14	निविदाकीवैधता /Validity of Tender.	180 days from the date of opening of tender (Tech. Bid)
15	Address for communication:	Sringeswara N.S, Superintending Engineer (Mech.), Room No.234, 2nd Floor, Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Dakshina Kannada, Karnataka - 575010 Mobile No.9480600055 Email: sringeswara.ns@nmpa.gov.in

Note: Amendments to the tender (if any) will be issued only through web site www.newmangaloreport.gov.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

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

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Superintending Engineer (Mechl.) on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms established in India, for the work of **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS”**. The successful bidder will be expected to render services as specified in the scope of work in this tender document

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) Earnest Money Deposit – shall be Rs.38,23,200/- (Rupees Thirty Eight Lakhs Twenty Three Thousand Two Hundred only). RTGS/NEFT receipt of the same shall be uploaded along with the Technical Bid. 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 2.2.1 (e)below.*
- b) TENDER FEE for Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- c) All the documents as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) 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 Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.

- f) Particulars of Tenderer as per **Annexure 1.**
- g) Financial turnover – **Annexure 2**
- h) Details of experience – **Annexure 3**
- i) Tender Form as per **Annexure 4.**
- j) Form of Agreement as per **Annexure 5.**
- k) Specimen Bank Guarantee Form for form for EMD as per **Annexure 6.**
- l) Format of Performance Security Deposit Bank Guarantee – **Annexure 7**
- m) Format for Declaration – **Annexure 8**
- n) Power of Attorney -**Annexure 9**
- o) Format for Proprietorship – **Annexure 10.**
- p) Joint Venture Partner Information- **Annexure 11**
- q) Joint Bidding Agreement (In case of Consortium)- **Annexure 12**
- r) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - **Annexure 13.**
- s) Details of Ongoing Contracts at NMPA – **Annexure 14**
- t) Bank Information for E-Payment – **Annexure 15**
- u) Hand Receipt duly signed with seal as per **Annexure 16.**
- v) Undertaking of Indemnification – **Annexure 17.**
- w) Integrity Pact – **Annexure 18**
- x) Dispute Review Board Agreement – **Annexure 19**
- y) Undertaking For Site Visit – **Annexure 20**
- z) List Of Parts Which May Be Required For Replacement – **Annexure 21**
- aa) Maintenance Schedule – **Annexure 22**

2.2.2 **Price Bid shall be uploaded in CPP Portal through ONLINE.:**

2.2.2.1 Technical Bid and Price Bid shall be uploaded through online only.

Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items

of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.

2.2.2.2 The bidder is advised to undertake a site visit to get familiarized with the site conditions before submitting the bid. The bidder has to compulsorily submit the duly signed Annexure – 20 along with the technical bid. Non submission of the same will lead to disqualification.

2.2.2.3 The rates for O&CM shall be quoted as per the price bid document. O&CM charges shall be payable from the date of commencement of O&CM and will remain constant during the O&CM period and will not be subject to any escalation for any reason whatsoever.

2.3 ELIGIBLE BIDDER:-

2.3.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined in clause No 2.4.

2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure 2, 3 & 4.

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

2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.23.11

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS:

2.4.1 **FINANCIAL CRITERIA:** The Bidder should have an average Annual financial turnover of **Rs.1,62,00,000/-** for the last 3 financial years 2020-21, 2021-22 & 2022-23.

Note:-

1. Documentary evidence duly self attested viz – **Auditor's Certificates (with UDIN No)**/balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending **March 2023**. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Example: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in **Annexure-14**, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/-(Rupees Six lakhs only).

2.4.2 **TECHNICAL CRITERIA:-**

The Bidder shall have successfully completed Similar work / partly completed an ongoing Similar Works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

- One similar completed work costing not less than Rs.4,32,00,000/- excluding GST

OR

- Two similar completed works each costing not less than Rs.2,70,00,000/- excluding GST

OR

- Three similar completed works each costing not less than Rs.2,16,00,000/- excluding GST.

“Similar work” means **“Operation & Comprehensive Maintenance of Mobile Harbor Crane”**

Operation and Comprehensive maintenance contracts of Mobile Harbor Crane used for cargo handling at ports for a minimum period of 2 years.

2.4.2.1 In case of **Completed works:**

The Bidder is required to furnish self attested copies of the work order/agreements and satisfactory completion certificate issued by the client duly indicating the name of contract, period of contract and the completed value of works for fulfilling this clause. TDS certificate from the client, showing the tax deduction for the respective contract period for related work orders/agreements/ completion certificates shall be produced for verification.

2.4.2.2 In case of **Ongoing works:**

The Bidder is required to furnish self attested copies of the work order/agreements and satisfactory performance certificate issued by the client, duly indicating the name of contract, completed value till date and completed period of the ongoing contract ending last day of month previous to the one in which applications are invited, for which payments have already been received for fulfilling this clause. TDS certificate clearly showing the tax deduction from Client for the respective contract period for related work orders/agreements/ completion certificates, shall be produced for verification. However, the Bidder should have completed a minimum of two (2) years in the ongoing contract (Eg: If the contract is for 10 years, the bidder should have completed minimum two (2) years as on last day of month previous to the one in which applications are invited).

2.4.2.2.1 Comprehensive maintenance means, all preventive and breakdown maintenance including supply of spares and consumables for Mobile Harbor cranes at the contractors cost during the contract period.

2.4.2.2.2 If the similar work carried out on sub-contract basis, then permission obtained by the prime contractor for sub-contracting should be submitted failing which such works will not be considered for evaluation.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified from participating for tenders at New Mangalore Port Authority for a period of two (2) years duly informing the MSME authorities if applicable, if they have :

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

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion etc.

2.5 LAST DATE FOR SUBMISSION OF TENDER : NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.6 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES

2.6.1 The bidder may visit the work site inside Port Authority before quoting. The bidder should quote the rate by taking into consideration all operational expenses.

2.6.2 Rate quoted by the bidder shall include all operation and maintenance expenses of the 2 MHC's including deployed staffs pay, Over time allowances, PF,ESI, , Minimum wage, Wage escalations, Work man compensation, repairs, hoist, safety gears to staff, all the spares required for repair, tools and tackles, materials for painting, service charges, break down maintenance, Transportation of spares, preventive maintenance, OEM support or any statutory charges for the Operation & Comprehensive Maintenance(O&CM) of the cranes etc. except GST. No additional payment shall be made to contractor, whatsoever. The bidder will be paid only a flat rate of Operation & Comprehensive Maintenance (O&CM) charges per month as per the rate quoted in the price bid Format (PART III) excluding GST.

2.6.3 The GST as applicable will be paid extra by the Port. The GST Registration number of the bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.6.4 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

2.7 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.7.1 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.

2.7.2 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.

2.7.3 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- 10**

2.8 ONE BID PER BIDDER

- 2.8.1 Bidder shall submit only one bid for the tender. A bidder who submits or participates in more than one Bid will cause all bids submitted by the bidder to be disqualified.
- 2.8.2 A Bidder shall not have a conflict of interest. Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.8.2.1 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
- 2.8.2.2 Submit more than one Tender in this Tendering process.
- 2.8.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.23.3, as on date of contract award, shall be disqualified.
- 2.8.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.9 BIDDER TO INFORM HIMSELF FULLY

- 2.9.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.9.2 The Bidder shall examine carefully the conditions of contract in the Tender documents. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder 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 Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

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

2.10 EARNEST MONEY DEPOSIT (EMD)

2.10.1 Earnest money Deposit (EMD) should be of **Rs.38,23,200/- (Rupees Thirty Eight Lakhs Twenty Three Thousand Two Hundred only)**. Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(e).

2.10.2 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 encasable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 6 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall 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 stand 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/- or above. 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 can also be paid in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or online payment. If the EMD is paid online, 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 2.2.1 (e).

2.10.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of **Security**

Deposit cum Performance Guarantee as stipulated in the tender clause **2.22**.

2.10.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **28 days** from the date of issue of **Letter of Acceptance**.

2.10.5 In the event of forfeiting EMD, GST as applicable shall be collected.

2.10.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if

2.10.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.10.6.2 The successful Bidder fails within the specified time limit to:

2.10.6.2.1 Sign the Agreement AND/OR furnish the required Performance security.

2.10.6.2.2 Fail to commence the work on the specified date as per LOA/Work order.

2.10.6.2.3 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.

2.10.6.2.4 If any information or representation submitted by Bidder is found to be false, fake or incorrect.

2.10.6.2.5 Any effort is made by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.11 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. NMPA may request to extend the period of validity of offer for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.12 AMENDMENTS:

2.12.1 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 CPP/PORT Websites. Separate communication will not be issued to bidder regarding such Addendum/Corrigendum.

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

2.13 LANGUAGE OF TENDER :

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

2.14 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal after closing time for submission of tender and before expiry of the validity of the bid, would result in disqualification of the bidder as per clause 2.10 of Tender Document.

2.15 TENDERED CURRENCIES:

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

2.16 PRE BID QUERIES

The bidder or his authorized representative is invited to attend a pre-bid meeting which will be held on 29/08/2024 at 15.30 hrs. at CME Office, Administrative Building, NMPA. All prospective bidders are advised to attend the pre-bid meeting physically or via Video Conferencing (VC), if there are any queries with respect to the subject work tender. It is advised to submit the queries in writing through CPP portal/e-mail in advance before appearing for the pre-bid meeting. No queries shall be entertained after addressing queries of the Pre-Bid meeting. Prospective bidders shall request for the VC link in advance by sending email to sringeswara.ns@nmpa.gov.in

2.17 CONDITIONS FOR BID SUBMISSION BY JV/CONSORTIUM

2.17.1 In case the bidder is single entity, he should satisfy all the requirements of specific Experience.

2.17.2 Single entities, which could not satisfy the above requirements on their own, may form a JV to enable fair and competitive bidding process. In case of JV, the lead member should satisfy at least one requirement among specific Experience and other requirements can be satisfied through their JV partner

2.17.3 In the event of the bids are being submitted by a JV, the JV should satisfy the following criteria:

2.17.3.1 Number of members in a Joint Venture shall not exceed 3 (three);

2.17.3.2 subject to the provisions of clause (2.17.3.1) above, the Application should contain the information required for each Member of the Joint Venture;

2.17.3.3 Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.4.1 and 2.4.2. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure -13, signed by all the other Members of the Joint Venture;

2.17.3.4 the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

2.17.3.5 an individual Applicant cannot at the same time be member of a Joint Venture applying for pre-qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for pre-qualification;

2.17.3.6 the Lead Member shall itself undertake and perform at least 30 (thirty) percent of the Project.

2.17.3.7 members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-12 (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

2.17.3.7.1 convey the commitment(s) of the Lead Member in accordance with this tender document, in case the contract to undertake the Project is awarded to the Joint Venture;

2.17.3.7.2 clearly outline the proposed roles and responsibilities, if any, of each member;

2.17.3.7.3 commit the approximate share of work to be undertaken by each member;

2.17.3.7.4 include a statement to the effect that all members of the Joint

Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the Contract; and

2.17.3.7.5 Unless and otherwise provided for under this tender document and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement.

2.18 TENDER OPENING AND EVALUATION:

2.18.1 **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 CPP.

2.18.2 SCRUTINY AND EVALUATION OF THE TENDER

2.18.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at clause 2.3 & 2.4 of the bid document has been properly signed by an authorized signatory holding Power of Attorney in his favour (c) accompanied by EMD & Tender fee 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.

2.18.2.2 Conditional offer or alternative offers will summarily rejected.

2.18.2.3 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 Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

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

2.18.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder 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. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.18.2.6 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 nonconforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.18.3 **OPENING OF PRICE BID:**

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

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

2.18.3.3 The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.

2.18.3.4 Comparison and Evaluation of Price Bids will be based on the total amount quoted by the bidder for three years excluding GST.

2.18.3.5 The Bidder whose Price Bid is found to be the **lowest** and/or beneficial to the Port Authority shall be considered for award of Contract. The Bidder 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 Bidder 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 Bidder.

2.18.3.6 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.18.3.7 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

2.18.3.8 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.

2.18.3.9 The price Bid with any counter conditions will be summarily rejected.

2.19 AWARD OF CONTRACT

2.19.1 Award Criteria

The employer will award the contract to the L1 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.2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

2.20 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.19, 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 on the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.21 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.21.1.1 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 successful Bidder in consideration of "Operation and Comprehensive Maintenance contract for 2 Nos. Italgro make, 63T Capacity, Mobile Harbor Cranes (MHCs) of NMPA, for a period of 3 years" by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price")

2.21.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.22.

2.21.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Successful Bidder shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Successful Bidder, in the Annexure 5 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.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.22 PERFORMANCE SECURITY

2.22.1 **Performance Security** shall be 10% of the total contract value including GST of which 5% rounded off to nearest thousand Rupees should be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore and shall also be encasable at Mangalore in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of three (3) years Plus Six month claim Period. Balance 5% of Contract value shall be recovered as Retention Money from the monthly Running Bills. Thereafter, the

total of 10% of performance Security Deposit (5% B.G. plus 5% Retention Money) shall be released to the Contractor after successful completion of the Contract and deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and action as per clause No 2.10.5 & 2.10.6. The contractor shall also ensure that the Bank Guarantee submitted shall be encasheable at Mangalore. If the Contract is extended, the contractor shall submit a fresh BG, only for the extended period of the contract, for 10% of the extended contract value with an additional claim period of six (6) months from the stipulated date of completion of the extended contract. The Old BG along with the retention money shall be returned duly deducting recoveries if any, once the fresh BG for the extended contract period is submitted.

2.22.2 Successful Bidder has to submit the Performance security as mentioned above within 28 days of receipt of Letter of Acceptance. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD).

2.22.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the successful Bidder that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract.

2.22.4 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

2.22.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

2.22.6 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the successful Bidder fails to carry out the work or perform or observe the conditions of contract.

2.22.7 Submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder will be treated as major violation of the Tender procedure and in such cases, The Black listing the successful Bidder for the next three years.

2.22.8 The Performance Security shall be discharged by the Employer and returned to the successful Bidder not later than Fourteen (14) days following the date of Completion of the Successful Bidder's Performance obligations under the Contract, including any guarantee obligations

- Note:-** 1.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. The Contractor may submit the bank Guarantee for the entire amount of Bank Guarantee. In such case, no deduction will be made towards Retention Money.

2.23 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

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

2.23.1.1 "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

2.23.1.2 "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.

2.23.2 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.

2.23.3 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.

2.24 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.

2.25 SETTLEMENT OF DISPUTES:

2.25.1 **Amicable Settlement of Disputes:** If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Successful Bidder in connection with construction, 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 Successful Bidder 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.

2.25.2 **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 2.25.1 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, 1996. 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 2.25.3 or 2.25.4.

2.25.3 Arbitration

2.25.3.1 Any Dispute which is not resolved amicably as provided in Clause 2.25.1 and/or 2.25.2 shall be finally settled by arbitration as set forth below: -

2.25.3.1.1 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.

2.25.3.1.2 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.

2.25.3.1.3 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

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

2.25.4 **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 Successful Bidder and the New Mangalore Port Authority, all disputes not settled under Clause 2.25.2 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 2.25.3 and the adjudication hereunder shall be final and binding.

2.25.5 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.

2.26 JOINT VENTURE/CONSORTIUM: The Bidder may be a single entity or a group of 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:

2.26.1 The proposal shall contain the details of each member of the consortium.

2.26.2 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.

2.26.3 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- 12- Joint Bidding Agreement.

2.26.4 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.

2.26.5 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.

2.26.6 Power of attorney for authorized signatory to be made as per format ANNEXURE-9.

2.26.7 Minimum holding of each partner / member should be 26%.

2.26.8 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.

2.26.9 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.

2.26.10 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.

2.26.11 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.

2.26.12 The JV Agreement must specifically state

2.26.12.1 Date and Place of signing

2.26.12.2 The purpose of Joint Venture (must include the details of contract for which the Joint Venture has been invited to bid)

2.26.12.3 A clear and definite manner including the proposed administrative arrangement for the management and execution of the contract

2.26.12.4 It is valid for the contract/project for which bidding done.

2.26.13 If JV breaks up mid way before the award of contract and during bid validity period, bid will be rejected and EMD forfeited.

2.26.14 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.

- 2.26.15 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 & Retention money will be forfeited.
- 2.26.16 The Minimum Qualification Criteria of the Tender shall be jointly fulfilled by the partners of the/' Joint Venture i.e "Experience Criteria" shall be fulfilled by one individual/firm and "Financial Criteria" shall fulfilled by the other individual/firm.
- 2.26.17 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.
- 2.26.18 Joint Venture Agreement and Power of Attorney shall be executed on Rs.100/- Non-Judicial stamp paper and notarized.

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

3.0 GENERAL CONDITIONS OF 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 "Successful Bidder" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Successful Bidder'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 successful Bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, 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 successful Bidder 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 successful Bidder 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 successful Bidders 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 than50%.
- 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 Successful Bidder 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 Site Data

3.3.1 General: The Port is, located on the alluvial plain, about 10 km north of the mouth of the Gurupur and the Netravathi rivers. This port is operational throughout the year.

3.3.2 Climate : The climate of Mangalore has seasonal variation on account of the alternating SW and NE monsoon. The different seasons are characterized as under:

3.3.2.1 The cool season (December to March), during which winds blow from NE and the weather is dry and little cold.

3.3.2.2 The hot season (April to May). During this season winds are light and variable with sea breezes. Tropical cyclonic storms (cyclones) may cross the Arabian Sea during this season.

3.3.2.3 During SW monsoon or rainy season (June to September), the wind over the sea is between SW and W, but mainly W to NW along the coast.

3.3.2.4 The interim period (October and November) is marked by light winds with land and sea breezes. Occasional tropical cyclones occur in the Arabian Sea in this period.

3.3.3 Temperature: In Mangalore the air temperature is high throughout the year. The mean temperature in the hottest month, which generally occurs just before the onset of the SW monsoon, varies between 33°C to 37°C and lowest temperature recorded in a year has been 16.7°C.

3.3.4 Humidity: Humidity is fairly high here at all times and seasons. There is a large variation as well - from damp conditions in early mornings in the wet season to the drier conditions in the afternoon in the dry season. Daily variation is least during the SW monsoon. The maximum relative humidity observed during monsoon period is 92% (August). The minimum

relative humidity during non-monsoon period is 60% (December and January).

3.3.5 Visibility: Sometimes mist develops on the coast after a calm and clear night, but it soon disperses after sunrise. In Mangalore, during the SW monsoon (from June to September) thick haze develops. The maximum number of foggy days in a year is only 3.

3.3.6 Wind: The winds in the monsoon months (June, July and August) are predominantly from SW to W, with a maximum intensity of 20 to 61 kmph. The winds in the remaining months of the year are predominantly from NW with a maximum intensity of 20 to 61 kmph.

There is minor seasonal variation of the wind speed. Around Mangalore, 92% of all winds have speeds less than 19kmph, and the average wind speed is 8.4 kmph.

3.3.7 Rainfall: The average annual rainfall is 3467mm. The rainfall is concentrated in the SW monsoon (June, July, August and September), during which period the precipitation is as much as 84% of the total annual rainfall. The rainfall is maximum in July (1102.7mm); February is the driest month (with rainfall being about 2 mm).

The maximum rainfall recorded in a day (24 hour period) was 27cm. The average number of rainy days in a year is 123.

3.3.8 Cyclones: While the average frequency of cyclonic storms in the Arabian Sea is about one per year, there have been years when two or three such storms have occurred. There have also been years without any such storms. The maximum wind speed so far recorded in a cyclonic storm generally does not exceed 62 kmph (16.9m/s.), except once during 1965 when the maximum speed recorded was 97 kmph (26.9m/s.)

3.3.9 Deck Level: The deck level shall be (+) 3.66 m CD.

3.3.10 Tidal Levels: The tide levels in meter (m) with respect to chart datum as given below are considered in the design:

Highest High Water Level (HHWL)	+1.68m
Mean Higher High Water (MHHW)	+1.48m
Mean Lower High Water (MLHW)	+1.26m
Mean Sea Level (MSL)	+0.95m
Mean Higher Lower Water (MHLW)	+0.77m
Mean Lower Low Water (MLLW)	+0.26m
Lowest Low Water Level (LLWL)	+0.03m

3.4 PERIOD OF CONTRACT:

- 3.4.1 The contract shall be awarded for a period of Three Years from the date mentioned in the work order for commencement of contract. NMPA shall, however, have the right to exercise its discretion of extending the contract further by two years, in case it considers it necessary. The extension shall be granted on the same terms and conditions and the contractor is bound to accept the proposal compulsorily for extension without imposing any counter conditions.
- 3.4.2 In case of extension, **the payment for the Fourth (4th) & Fifth (5th) year shall be made as per the rate quoted for the Third (3rd) year in the price Bid (PART III).** No request for any change in rates will be entertained during the pendency of the contract.

3.5 PAYMENT TERMS:

- 3.5.1 The contractor shall prepare and submit monthly bills in prescribed forms to the Engineer In-charge. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ damages / recoveries due, deducting penalties if any, including TDS and/or any other levies at the prescribed rates. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills. Monthly payment along with applicable GST will be released within 15 days from the date of submission of monthly bill/Tax invoice along with a copy of maintenance schedule and attendance register of the contract staffs, subject to recovery if any. GST as applicable shall be shown as a separate line items in the Tax Invoice. GST as and wherever applicable will be paid to the contractor on submission of relevant documents. The contractor after payment of the GST to the concerned authorities shall submit the challan to the Engineer incharge on a month to month basis failing which the amount will be deducted from the next bill.
- 3.5.2 Also the contractor has to submit the receipt of ESI and EPF contribution paid to their staff, extract of wage payment Register for the month for which the contractor submits the bill and copy of bank statement for the wages paid to his employees, as documentary evidence.
- 3.5.3 NMPA will have the right to recover any over payment which might have been made to the contractor by NMPA through inadvertence, error, etc., or any cause, whatsoever from handling bills and from the security deposit or any other amounts due to him. In the event of any such recoveries /

adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which NMPA will be at liberty to deduct the said amount from the future bills.

3.6 TAXES:

- 3.6.1 For goods manufactured outside India, the successful Bidder shall be entirely responsible for all taxes, stamp duties license fees and other such levies imposed outside India.
- 3.6.2 The rate quoted by the tenderer against each item should exclude GST. Custom duty or any other such Duty or tax shall be included in the quote by the bidder. GST shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of GST separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise.
- 3.6.3 This amount shall be recovered if the contractor fail to pay the same the Employer shall have the right to recover the same from the Successful Bidder's bill and/or security deposit.
- 3.6.4 The successful Bidder shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Successful Bidder/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence. GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non-filing of GST return will be recovered/ collected from Final Bill.
- 3.7 INCOME TAX:** Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the successful Bidder by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only on production of valid exemption certificate for the period, issued by the Income Tax Authorities.
- 3.8 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Successful Bidder that Successful Bidder has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified in the tender, then the contractor shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed

to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.

3.9 The specifications and drawings are to be considered as complementary to each other and should anything appear in one is not described in the other then no advantage shall be taken for any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative, whose explanation shall be final and binding upon the Successful Bidder/Successful Bidders who, shall execute the work according to such explanations and also shall liaise with the inspecting agency at the manufacturing site and point of delivery, without extra charge or deduction to or from the price specified in price schedule and shall also do all such works and things as may be necessary for the proper completion of works, as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

3.10 The Successful Bidder shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory payments like ESI, PF etc. and for any action due to non-fulfillment of the statutory obligations.

3.11 The Successful Bidder shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act.

3.12 EXIT CLAUSE:

NMPA will have the liberty to terminate the Operation and Comprehensive Maintenance contract without assigning any reason by giving an advance notice of (30) thirty days either in full or partial in case if it is so determined by its management. In case of partial termination, half the monthly rate quoted in the price bid Format (PART III) excluding GST for that particular year shall be paid.

3.13 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. 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

3.14 TERMINATION OF THE CONTRACT

3.14.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Successful Bidder 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 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 successful Bidder, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.14.1.1 forfeit the Performance Guarantee as it may consider fit;

3.14.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary.

3.14.1.3 Recover from the Successful Bidder (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.

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

3.14.3 If at any time the successful Bidder 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,

or the successful bidder withdraws from the contract, NMPA will have the absolute regret to terminate the contract forthwith and the contractor shall have no right for damages or compensations on this account.

3.15 **DEBARRING OF BUSINESS DEALINGS**

3.15.1 In the event of premature termination of contract in terms of provisions of clause 3.15 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of two (02) years.

3.15.2 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 two (2) years.

3.15.3 Further As per Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding, -

3.15.3.1 A bidder shall be debarred if he has been convicted of an offence:-

3.15.3.1.1 Under the prevention of Corruption Act, 1988; or

3.15.3.1.2 the India Penal code or any other law for the time being force, for causing any loss of life or property or causing a threat to public health as part of execution of public procurement contract.

3.15.3.2 A bidder debarred under sub-section (3.16.3.1) or any of its successors of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

3.15.3.3 A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

3.15.3.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

3.16 The Bidder shall ensure that,

3.16.1 The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.

3.16.2 Bidder/deployed staffs will follow all the required safety procedures while executing the job.

3.16.3 They indemnify the port for any accidents/incidents while carrying out the contract.

3.17 **CONTRACTOR'S RESPONSIBILITIES & DUTIES:**

- 3.17.1 The bidders are advised to acquaint themselves with the condition of the equipment, the exact location, road approaches, conditions, the facilities at Berths within NMPA premises, (where they will work). They are also advised to familiarize themselves with the procedures and method of working of the ports. The bidder can visit NMPA on any working day prior to submitting the tender and acquaint himself with the scope of work.
- 3.17.2 The contractor shall not independently operate in the business of cargo handling in the berths. Damages to the extent of upto Rs.10,000/- per case may be imposed on the contractor, if any such case comes to the notice of NMPA management and if NMPA management is reasonably convinced about the same, which shall be in addition to the nonpayment of hire charges for that day. The decision of the Chief Mechanical Engineer/Traffic Manager, in all such cases shall be final and binding on the contractor. This restriction shall be applicable not only for the entities undertaking this contract but also for all such entities in which the contractor has his stake so far as his business interests are concerned.
- 3.17.3 The contractor is expected to monitor various operational activities and supply information of all cargoes in transit to NMPA on a daily basis in the format as may be prescribed by NMPA management from time to time.
- 3.17.4 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.
- 3.17.5 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 :-
- 3.17.6 Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- 3.17.6.1 The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
- 3.17.6.2 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.)
- 3.17.6.3 The Minimum Wages Act 1948.

- 3.17.6.4 The Payment of Gratuity Act 1972.
- 3.17.6.5 The Payment of Wages Act 1936.
- 3.17.6.6 The Motor Vehicle Act.
- 3.17.7 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.
- 3.17.8 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify NMPA against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in NMPA.
- 3.17.9 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.
- 3.17.10 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.
- 3.17.11 The contractor shall provide adequate number of trained Highly skilled, skilled, semiskilled manpower and other workers for the Operation and Comprehensive Maintenance of the Mobile Harbor Crane, at all the desired operational points, to ensure proper and timely movement of cargoes, including performance of incidental and general services, expeditiously and to the satisfaction of NMPA officials. The Chief Mechanical Engineer of NMPA shall have the final say in the matter.
- 3.17.12 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 so that the work is not hampered at NMPA.

3.17.13 The contractor will be required to keep its premises and/or workshop in the terminal premises neat and clean in all respects. The contractor should also be equipped with suitable firefighting arrangement in the area nominated for the positioning of his equipment in the terminal premises.

3.17.14 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.

3.17.15 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.

3.18 **LICENCE/PERMISSION/REGISTRATION:**

Wherever any License/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 License/Permission/Registration both for labour deployed and the equipment. Contractor shall also be liable for producing for inspection such certificates and licenses 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.

3.19 INSURANCE: It is advisable for contractor to take a suitable insurance policy for their employees and also for allied activities/risks, if any. This is in the interest of the contractor to cover himself from risks involved in Handling of cargoes. 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 while the cargoes were handled by the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.

3.20 JOINT SURVEY:

Situations may arise during the course of handling of containers and cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of NMPA / Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by NMPA. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against NMPA, which come to NMPA under all such situations. The contractor may undertake to repair the damaged container/cargo, which has met with an accident while handling. This he shall do to the complete satisfaction of the concerned shipping line / NMPA to which the container/cargo belongs to at the time of accident.

3.21 **SAFETY**

3.21.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract. The contractor shall ensure workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job. And also that the deployed staffs will follow all the required safety procedures while executing the job.

3.21.2 The contractor shall indemnify New Mangalore Port Trust against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

3.21.3 No unauthorized person should be allowed to work on the equipment. The Mobile Harbor Crane operators/staffs should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the Mobile Harbor Crane.

3.22 **LIABILITY**

3.22.1 The contractor shall be liable to compensate NMPA for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to NMPA and / or to rolling stock or other property belonging to the NMPA (while operating in the premises of NMPA), whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by NMPA and shall be recovered from pending bills or Security Deposit or Bank Guarantee under this or any other contract of the contractor with NMPA.

3.22.2 NMPA will not be liable to pay any compensation to the employee/ staff / labour of the contractor for the injuries / death while performing duty. In case NMPA is to incur any liability, the same will be recovered from the contractor.

3.23 **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, pandemic 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.

3.24 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.

3.25 NOTICE:

Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, NMPA, shall be issued or taken on his behalf by the official in charge or officer so nominated by the Competent Authority. The contractor shall furnish to the Chief Mechanical Engineer of NMPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

3.26 WAIVER OF DAMAGES:

In case of Accidents, fire, fog, congestion, etc., the Chairman/Board of Trustees, New Mangalore Port Trust 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.

3.27 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.

3.28 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc.

3.29 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

3.30 The contractor shall deploy the manning as per the duty roaster prepared by the contractor, time to time after confirming the same to be displayed on the work places for reference with a copy to EIC or his representative. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding Operation and Comprehensive Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.

3.31 **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. In the absence/short supply of any category of staff, proportionate minimum wages will be deducted from the monthly running bill.

3.31.1 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. The wages paid to the staffs shall not be lesser than the minimum wages specified under that category such as highly skilled, skilled etc. as per the latest notification issued by the Central Labour Commissioner. Note : The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index.

3.31.2 Wages, OT paid shall be entered in personnel register

3.31.3 The remuneration of the Shift Manger shall not be less than the Minimum wages payable to highly skilled worker as per the Minimum Wages revised from time to time.

3.31.4 The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which deductions will be made from the contractors monthly bill.

3.31.5 The clause No. 3.31.4 is not applicable for weekly day of rest for the contract workers and Shift Manager.

3.31.6 Payment towards festival and national holidays to be made as per the guidelines.

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

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

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

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

3.32.1.4 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

3.32.1.5 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).

3.32.1.6 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.

3.32.1.7 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).

3.32.1.8 Any enhancement of Wages, EPF, ESI during the tenure of the Contract shall be borne by the Contractor without any financial implication to NMPA.

3.33 **INTEGRITY PACT:** For every work / procurement / contract the value of which is Rs. 1 Crore and above, the **integrity pact agreement format as given at Annexure -18** shall form a part of the tender document. The filled in & signed **Integrity pact as per Annexure-18** 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.

1. 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

2. Ms. Sunita Puri, IRS (Retd.)

H No. 2095, Sector 15 C,

Chandigarh – 560102

Mob no. 9872099717, E-mail: sunita.puri12@gmail.com

3.34 **POLICE VERIFICATION**

3.34.1 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.

3.35 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use 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.
- c) They indemnify the port for any accidents/incidents while carrying out the contract.

3.36 **INSURANCE**

The Contractor shall effect and maintain the following policies at no cost to NMPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials / Vessel / Ship / Crane / pipeline / cargo / inventories / equipment / other facilities belonging to third party and inclusive of properties during construction/erection/ Government properties.
 - c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment / material / property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

Further, it is clarified that, even though the Third party liability is covered under this clause, payment of difference amount, between the claim and actual payment to the affected party by the insurance company, shall be the responsibility of the successful contractor.

ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.

iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the

claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.

- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.

- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.

- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.37 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.

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

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. 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.

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.

3.28 RFID CARD FOR PORT ENTRY

NMPA will issue blank RFID card with Biometric verification system to each employee of the outsourced contract as per the applicable charges, purely for the purpose of attendance records. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act. The staffs shall carry the RFID cards at all time while inside the port and produce the same when requested by CISF, EIC or any other regulatory bodies. Biometric Face registration of all the staffs shall be registered and punch in using face recognition system at nearest location to work site before start and after completion of shift is mandatory. Based on face recognition system, attendance will be monitored.

3.29 Contractor's person shall not claim any type of compensation/Absorption/Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970.

Sd/-

(Sringswara N S)
Superintending Engineer (Mechl).

4.0 SPECIAL CONDITIONS OF CONTRACT(SCC)

4.1 Contractor's Working Area :

The Contractor will be provided with one room in the wharf area allotted by Engineer in charge of Mobile Crane sub Division for their office and store, free of cost. The Contractor will be permitted to use the Toilet facilities provided in that building.

The Contractor, shall except when authorized by the Engineer, confine his men, materials and plant in the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with work unless the prior written consent of the EIC.

- 4.2 **Water Supply:** Fresh water will be made available to the contractor at 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 Operation and Maintenance of Mobile Harbor Crane 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 supervision staff and workmen for whom the Port Entry Passes are required. In case entry pass is required for the vehicle, the vehicle shall be fitted with spark arrestors.
- 4.5 **Biometric Face recognition system:** All staffs of the contractor shall be registered in the Biometric attendance system by one time registration at the Biometric attendance registration centre at the administration building for which the contractor has to submit the request to EIC along with list of staffs for registration. Daily punch in before start of shift and after completion of shift is mandatory using face recognition system at nearest location to work site. Based on face recognition system, attendance will be monitored.
- 4.6 Major Port Authorities Act 2021, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
- 4.7 No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules.
- 4.8 The Contractor shall ensure smooth operation throughout the contract period by continuously monitoring the condition and health of the Mobile Harbor Crane during operation and regular maintenance as and when required. Any

break downs in any Mobile Harbor Crane is to be immediately attended and same shall also be reported to the EIC or his representative.

- 4.9 New Mangalore Port Authority has the absolute right to inspect Mobile Harbor Crane at any time. Any abnormal condition observed in operation or maintenance of these facilities during such inspection shall be rectified by the Contractor immediately.
- 4.10 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4.11 No cooking is 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 and port entry pass shall be surrendered to the EIC or his representative.
- 4.12 The staffs deployed for the Operation and maintenance of the Mobile Harbor Cranes shall be as per the qualifications prescribed at clause No 5.3.10 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.

4.13 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 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	1 pair	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).

5.0 SCOPE OF WORK

5.1 The scope of work is Operation and Comprehensive Maintenance of Port Owned 2 Nos. Italgro make 63 Ton Capacity Mobile Harbor Cranes (MHC's) at New Mangalore Port Authority for a period of 3 Years. The Operation & Comprehensive Maintenance (O&CM) of MHC's also includes its attachments viz. 3 Nos. Grab Buckets of 16 Cum capacity and 3 Nos. Automatic Telescopic Spreaders to handle 20ft & 40ft Containers. NMPA shall, however, have the right to exercise its discretion of extending the contract by two years in case it considers it necessary. The extension shall be granted on the basis of same rates, terms and conditions and the contractor is bound to accept the proposal for extension compulsorily without imposing any counter conditions failing which BG shall be forfeited as per clause 2.22.6.

5.2 The MHC's shall be used for loading/unloading of various types of cargo mix into/from ships. Generally all bulk cargoes like food grains, agro products, fertilizers, raw materials, coal, scrap, iron ore, minerals, break bulk cargoes, structural, steel coils, granite/marble blocks, timber, containers etc. The above list is not exhaustive and is only indicative. The Contractor has to deploy the cranes for operation, as per the requirement of NMPA.

Note: The Year of Manufacture of MHC's is 2014 and are commissioned at New Mangalore Port Authority on 05/09/2014. From 05/09/2014, the above MHC's are under Operation and Comprehensive Maintenance contract with the OEM, M/s. Italgro India Pvt. Limited. Hour Meter Reading of MHC 1 and MHC 2 as on 04/05/2024 is 22041(17538 Diesel + 4503 Electric) and 22606 (18439 Diesel + 4167 Electric) respectively.

5.3 Contractors responsibility:-

5.3.1 To keep both MHC No.1 and MHC No.2 in good operational condition and well maintained at all times. Providing good quality, OEM recommended spares and consumables and carrying out maintenance of both the cranes as per Maintenance Schedule, ANNEXURE – 22.

5.3.2 To deploy all workers/labour required for the Operation and maintenance of the 2 Nos. MHC's as per clause No 5.3.10 within 10 days from the date of issue of Letter of Acceptance/ Work order.

5.3.3 To supply OEM recommended spares/components, lubricants, filters, Hoses, all consumables including tyres, tools & tackles complete required for attending the preventive/breakdown maintenance etc during the contract period.

5.3.4 To carry out all the preventive/breakdown maintenance of equipment during the contract period. The preventive maintenance of the equipments shall be

carried out as per the Manufacturers Service Schedule / Maintenance Plan. The contractor shall carry out the calibration of spare parts, safety devices, protection devices, measuring instruments, gauges etc wherever required periodically to ensure accuracy, troubleshooting w.r.t the software/calibration etc, mechanical and other fault finding, servicing of equipment, if any, etc complete. "OEM recommended maintenance schedule per crane for the next 5 years is provided at ANNEXURE -22 for regular periodical preventive maintenance of MHC's". However, if any of the maintenance activity is missed out in the above Annexure, does not absolve the contractor from carrying out the necessary maintenance. The parts which may be required for replacement during the course of contract is enclosed as Annexure 21. However, this is indicative only. The contractor has to replace the spare parts as per actual requirements. Since, Contract is comprehensive in nature, it is the responsibility of the contractor to supply and replace any spare parts, to ensure satisfactory operation of the crane, during the tenure of the contract and no claim will be entertained by the Port in this regard.

- 5.3.5 The Contractor is recommended to keep the critical spares in stock which have long lead time for supply and delivery, for immediate replacement during breakdown to avoid downtime.
- 5.3.6 The contractor shall be proficient in programming, reprogramming and rectifying any issues pertaining to PLC or any other electrical components, electrical circuits, hydraulic system of Mobile Harbor Crane. If any support from OEM is required in this regard, the same shall be arranged by the contractor at his own discretion and interest at no additional cost to NMPA.
- 5.3.7 To intimate the EIC on the maintenance activities those are being planned for the day /month. After the completion of the maintenance activities, EIC shall certify the same. A copy of the same shall be submitted along with the monthly bill.
- 5.3.8 To carry out touch up painting of the equipment as and when required, as instructed by the Engineer In Charge. However, each crane shall be given a maximum of 10 days free period for complete painting of the entire equipment, once during the contract period. The equipment shall be cleaned, hydro-jet washed, sand blasted and painted (One primer coat, One Tie coat & one Finish coat) during this period. Necessary scaffolding shall be arranged by the contractor at his cost. However, prior permission shall be obtained in advance by the contractor to avail this free period. All the

materials, paints, tools, brushes, tackles, NMPA Logo and name board sticker cutting etc shall be the responsibility of the contractor.

- 5.3.9 To provide round-the-clock manning for carrying out the operation and maintenance on all days including Sundays and holidays during the contract period as per clause no 5.3.10.
- 5.3.10 To maintain minimum stock for critical spares/components not restricted to tyres, filters, filter elements, filter mats, breathers, breather elements, wiper blades, break liners, Hoses, wire ropes, switch gears, seals, bearings, consumables like lubricating oils, greases, electric lamps/luminaries/chokes etc. for smooth operation & maintenance of the equipments during the contract period. The contractor shall arrange all required tools, tackles and precession instruments for carrying out the repair/maintenance work. If the contractor is unable to provide the MHC's for operation due to non availability of required spare with them, then penalty as per Clause 5.7 will be imposed.
- 5.3.11 To carry out calibration of weightometer as per the statutory requirements and submit the report/Certificate to the EIC, every six months.
- 5.3.12 To carry out the periodical Annual thorough Examinations and Load Testing of MHC's and its attachments like slewing unit with hook block 2 nos, grab 3 nos, loose gears etc as per the Statutory requirements and submit the report/Certificate to EIC.
- 5.3.13 To deploy Manpower as below:-
- 5.3.13.1 The contractor shall deploy a minimum of one highly skilled manpower for supervision of the Cranes in each shift who shall be Diploma in Mechanical/ Automobile with 3 years experience or B.E in Mechanical/ Automobile with 1 years experience.
- 5.3.13.2 The contractor shall deploy a minimum of one skilled manpower viz. Operator for each crane for the operation of the Cranes in each shift who shall be minimum 8th pass and should Possess Driving license authorized to operate Crane or Construction equipment (CRANE or CNEQP) with minimum five(5) years experience in operating Mobile Harbour Cranes.
- 5.3.13.3 The contractor shall deploy a minimum of one skilled manpower viz. Senior Maintenance staff for each crane for the maintenance of the Cranes in each shift who shall be minimum ITI certificate holder and should possess minimum five (5) years experience in maintenance of Mobile Harbour Cranes. Further, the above staff

shall also Possess Driving license authorized to operate Crane or Construction equipment (CRANE or CNEQP).

5.3.13.4 The contractor shall also deploy a minimum of one skilled electrician and one skilled Mechanic in General shift and they shall be available as and when required in case of emergencies/breakdown irrespective of the shift and they shall possess ITI certification in respective discipline with 2 years experience.

5.3.13.5 The contractor shall deploy a minimum of one highly skilled manpower as site in charge of the Cranes in General Shift who shall be Diploma in Mechanical/ Automobile with 5 years experience or B.E in Mechanical/ Automobile with 3 years experience, to coordinate with the Mobile Crane Subdivision for Operation and Comprehensive Maintenance of the Cranes.

5.3.13.6 One(1) each Senior Maintenance staff, Operator and Supervisor shall be deployed as reliever.

5.3.13.7 The shift pattern for deploying the above man power is as follows:

Shift-I :	06:00Hrs To 14:00Hrs
Shift-II :	14:00 Hrs To 22:00 Hrs
Shift-III :	22:00 Hrs To 06:00 Hrs
General Shift:	08:30 Hrs To 17:30 Hrs

5.3.10.8 **Minimum manpower requirement is as follows:**

Operator	- 7 Nos.
Sr. Maintenance Staff	- 7 Nos.
Supervisor	- 4 Nos.
Electrician	- 1 No.
Mechanic	- 1 No.
Site in charge	- 1 No.

5.3.11 The contractor's responsibility mentioned above is only indicative. However, all / any operation and maintenance activities whether preventive/breakdown, shall be the responsibility of the contractor throughout the contract period.

5.4 NMPA shall supply the required fuel (Diesel) and external power supply free of cost at the wharf for the operation & maintenance of the equipment during the contract period. Insurance of the 2 Nos. MHC's and its attachments shall also be done by NMPA, at its cost.

5.5 Contractor shall make provision for inspection of the structure, chassis, critical joints, motor, engine, winch, drums, items etc by the OEM/Competent Agency once every year on the 11th, 23rd, 35th month and 47th month during extension period if any and provide the life certificate/fitness certificate to the EIC.

Required provisions to inspect the cranes like arranging OEMs representative, scaffolding, external cranes, high lift cranes etc shall be arranged by the contractor at his risk and cost.

5.6 DOWNTIME FOR PLANNED MAINTENANCE: 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 Mobile Harbor Crane. However, the contractor must take prior permission of the Engineer In-Charge, NMPA, before laying up the Mobile Harbor Crane 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. For availing the planned downtime, prior permission will have to be obtained in writing from the Engineer in-charge, NMPA, at least 14 days prior to the planned maintenance. The Contractor shall commence the work only after receiving permission from EIC in writing. However any downtime for which prior permission from Engineer in-charge, NMPA has not been obtained shall be deemed as break down of Mobile Harbor Cranes and deduction shall be made as per Penalty clause No 5.7 below.

In addition to the Downtime specified above, supplementary downtime (Free period) as given below, shall be considered for the following major maintenance works;

- a. Engine Reconditioning work – 6 Days (Once during the contract period & Once during extension period of 2 years if any)
- b. Slew Bearing replacement work – 12 Days (Once during the contract period & Once during extension period of 2 years if any)
- c. Boom Cylinder overhauling work – 9 Days (Once in two years & Once during extension period of 2 years if any)
- d. Electronic System repair / Up gradation – 14 Days (Once in Contract period)

Preferably, the maintenance of the cranes shall be carried out during the idle period of the crane, such that it does not hamper the operations of the Port. Only in unavoidable circumstances, the contractor shall take up the planned maintenance during operational hours duly obtaining the permission from Engineer in-charge, NMPA, at least 14 days prior to the planned maintenance.

5.7 CONDITION FOR OPERATION OF MOBILE HARBOR CRANE

The contractor is obliged to keep the equipment in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.

5.8 PENALTY

5.8.1 NON AVAILABILITY OF MOBILE HARBOR CRANES

5.8.1.1 This clause shall be applicable for non availability of Mobile Harbor Cranes on account of break downs:-

Penalty slabs are as below for any break down:-

5.8.1.2 If the Mobile Harbor Crane 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 as per clause 5.8.1.3

5.8.1.3 Up to 2 days = **25** % of per day operation and Comprehensive Maintenance charges + Nonpayment of per day operation and Comprehensive Maintenance charges for no of days of breakdown.

3 to 7 days = **50** % of per day operation and Comprehensive Maintenance charges + Nonpayment of per day operation and Comprehensive Maintenance charges for no of days of breakdown.

8 to 15 days = **75%** of per day operation and Comprehensive Maintenance charges + Nonpayment of per day operation and Comprehensive Maintenance charges for no of days of breakdown.

16 to till the readiness of the equipment = **100%** of per day operation and Comprehensive Maintenance charges + Nonpayment of per day operation and Comprehensive Maintenance charges for no of days of breakdown.

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

5.8.1.5 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 Mobile Harbor Crane 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.

5.8.2 Further, if the Crane/s is/are not rectified /repaired within the stipulated time in the tender (with penalty), NMPA shall arrange for the technical support from OEM. Based on the OEMs suggestion, contractor shall rectify/repair the system. The cost for arranging the OEM shall be deducted from the monthly Comprehensive O& M charges of the contractor. This will

be in addition to the penalty charges imposed on the contractor till the Crane/s is/are repaired/replaced.

- 5.9 The contractor shall also maintain a register/log book for recording the data on container/ cargo handled shift wise. Same shall be verified and certified by the shift Manager after every shift. The quantity shall be verified by the Shift Manager in coordination with traffic department. EIC shall do random checks on the reports submitted by Shift manager and if any discrepancy is observed, the loss incurred by Port on account of same shall be deducted from the contractor's monthly bill.
- 5.10 The preventive maintenance of equipment (MHC's), shall be carried out as per the maintenance schedule of equipment and in case of break down, the same should be attended in time to prevent hardships to customer and loss of revenue to NMPA.

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

ANNEXURE - 1**PARTICULARS OF TENDERER:**

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

Bidders 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: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2020-2021, 2021-22 and 2022-23.

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

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

Attachments :-

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

Signature & Seal of the Bidder

ANNEXURE- 3

DETAILS OF EXPERIENCE

Details of Past similar work made during the last seven years:

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

Company Seal

Signature of Tenderer with

NOTE: Photo copies of work order and Performance Certificate issued by the Client are to be enclosed along with the bidder's offer. Additional sheets may be used if necessary.

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 “**Operation and Comprehensive Maintenance contract for 2 Nos. Italgru make, 63 T capacity, Mobile Harbor Cranes (MHCs) of NMPA, for a period of 3 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 Rs._____/ - 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 Security 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, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that you are not bound to accept the Lowest bid 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:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Successful Bidder") 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 Successful Bidder for **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCS) OF NMPA, FOR A PERIOD OF 3 YEARS”** 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 Successful Bidder’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 Successful Bidder as hereinafter mentioned the Successful Bidder HEREBY COVENANT with the Board for **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE**

HARBOR CRANES (MHCS) OF NMPA, FOR A PERIOD OF 3 YEARS” in conformity in all respects with the provision of the Contract.

16. The Board HEREBY COVENANT to pay to the Successful Bidder in consideration of the work of **OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCS) OF NMPA, FOR A PERIOD OF 3 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...../2024..... dated...../..../2024 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

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

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 authorized to do so-should also be enclosed**]

ANNEXURE-7

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (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 **"OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS"** vide Work Order No._____(hereinafter called 'the Contract') to M/s. **"Name of the Successful Bidder"** (hereinafter called the 'Successful Bidder') 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 Successful Bidders and the Board, the Successful Bidder 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 Successful Bidders 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 Successful Bidders 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 Successful Bidder'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 Successful Bidder 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 Successful Bidder 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 Successful Bidders 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 Successful Bidders, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, _____(Name of 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 Successful Bidders 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 Successful Bidders and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Successful Bidders or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Successful Bidders or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
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 Successful Bidder.

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 ----/-----/2024.

Dated ----- day of -----2024

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

FORM OF DECLARATION

(To be executed on bidder's letter head)

To

OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS

Ref: E-Tender No. CME-05/2024-25 DATED 20/08/2024

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 **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES OF NMPA, FOR A PERIOD OF 3 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 PROPRIETORSHIP

To,
The Chief Mechanical Engineer,
New Mangalore Port Authority,
Panambur,
Mangalore

Sir,

Name of the Work: **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES OF NMPA, FOR A PERIOD OF 3 YEARS”.**

Ref.: E-Tender No. CME- 05/2024-25 DATED 20/08/2024

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

JOINT VENTURE PARTNER INFORMATION FORM

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process) Page _____ of _____ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration:
4. JV's party year of registration:
5. JV's party legal address:
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of: (check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> GST Registration Numbers <input type="checkbox"/> Any other documents required for statutory compliance

Duly authorized to sign this Authorization on behalf of: (insert complete name of Tenderer)

Dated on _____ day of _____, _____ (insert date of signing)

Note: Duly Notarized/Attested

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this... .. day of 2024 by and between (i) M/s. ***(Name of the firm to be filled-in)***..... , (ii) M/s..... ***(Name of the firm to be filled-in)***, primarily for the work under the NEW MANGALORE PORT AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium.

1. Formation of Joint Venture/Consortium

- 1.1. ***(i)M/s..... (Name of the firm to be filled in) is engaged in..... (Details of the works undertaken by the party)***
(ii)M/s.....(Name of the firm to be filled in) is engaged in..... (Details of the works undertaken by the party)

1.2. On behalf of Board of NEW MANGALORE PORT AUTHORITY (hereinafter referred to as -Employer11), the Executive Engineer(M)II, NEW MANGALORE PORT AUTHORITY has invited bids from the experienced, resourceful Developers with proven technical and financial capabilities of executing the work ***(insert the name of the work)***

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the NEW MANGALORE PORT AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (Name ***of Partner to be filled in.....)*** shall be the Lead Partner and (i) ***(Name of Partner to be filled in.....)***, (ii) ***(.....Name of Partner to be filled in.....)***, shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

- 14. The Joint Venture/Consortium will be known as... (..... ***Name of JV to be filled in.....*** and shall consist of (i) ***(Name of the firm to be filled in)***, (ii) ***(Name of the firm to be filled-in)***, parties to the present agreement
- 15. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement
- 16. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid
- 17. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.

- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in.**) and the Contract shall be signed by legally authorized signatories of all the parties
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
- (i) M/s..... (Name of the partner to be filled- in)
 - (ii) M/s..... (Name of the partner to be filled- in)
 - (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
- a)The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (**Name of Partner to be filled-in**) shall carry out the following works.....
 - c) (**Name of Partner to be filled-in**) shall carry out the following works.....
 - d).....
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the -Board of New Mangalore Port Authority for the performance of the contract.
- 1,16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.
- 1,17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium

- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Successful Bidder; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital I or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the NEW MANGALORE PORT AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged. in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the day of 2024..

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal

Common seal of the firm

Witness1.....

Witness2.....

**PROFORMA OF POWER-OF-ATTORNEY FOR LEAD MEMBER OF
JV/CONSORTIUM**

(To be submitted on Non-Judicial Stamp Paper of appropriate value)

By this Power of Attorney executed on this day of (month) of 2024,

we,

- (i) (..... Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),
..... here by jointly authorize and agree the Lead bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner (s) of the JV / Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner (s) of the JV / Consortium and to carry out the entire execution of the contract including payment for the work of (insert name of the work) exclusively through Lead Partner.

- (i) Signature Name Designation seal &
Common seal of the Firm

- (ii) Signature Name Designation seal &
Common seal of the firm

Signature, name and seal of the certifying authority / Notary Public.

DETAILS OF ONGOING CONTRACTS AT NMPA

Sl No	Work Order Description	Work Order No. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the Successful Bidder

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

HAND RECEIPT

Name of Payee :

Head of account : GLC –

Authority :

HAND RECEIPT

(C.P.W.A.28)

(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)

Department : Executive Engineer, Mechanical II Division

Cash Book Voucher No.

Dated:

1. Pay by Cheque / Cash

2. Paid by me

Received from the Sub Divisional Officer-in-charge ofSub Division the Sum of Rs. _____/-(Rupees _____- only)

Name of the work or purpose for which payment is made : Being the refund of EMD furnished along with the Tender No. _____ for the work of “**OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS**” vide Receipt No. _____ dtd. - -2024.

**Seal and signature of
Tenderer**

Date:

Signature of Payee:

Witness:

- ◆ **The officer uthorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.**
- ◆ The person actually making the payment should initial and date payment certificate (2).
- ◆ In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.
- ◆ Payment should be attested by some known person when the payee’s acknowledgement is given by a mark, seal or thumb impression.

UNDERTAKING ON INDEMNIFICATION

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 undertaking that

- a. We will ensure that our workforce will be provided with and use all necessary safety gears and equipments required for the job.
- b. We will follow all the required safety procedures while executing the job.
- c. We indemnify the Port for any accidents / incidents while carrying out the Contract.

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.

Sign and Seal of the Bidder/ Bidders Authorised representative

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 **OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 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 upto 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:

Shri Prem Chand Pankaj, Ex CMD, NEEPCO,

M 402, Pioneer Park, Sector 61,

Golf course, Extn. Road, Gurgaon

Mobile No. -9717433886

Email: prempankaj@gmail.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 FOR SITE VISIT

I/We _____ (Company Name), hereby declare that, i/ We have inspected both the port owned 63T Italgru make Mobile Harbor Cranes and assessed the crane condition, performance and operational requirement as per the scope of works and tender terms and conditions involved in carrying out the work of **“OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 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

ANNEXURE 21**LIST OF PARTS WHICH MAY BE REQUIRED FOR REPLACEMENT DURING THE COURSE OF CONTRACT.**

System Description	1st Year (2024-25)	2nd Year (2025-26)	3rd Year (2026-27)	4th Year(2027-28)	5th Year(2028-29)
Engine					
Basic Engine	Service by MAN			Service by MAN	
	Top Overhauling or Complete Overhauling depending on it's condition	-		Top Overhauling or Complete Overhauling depending on it's condition	
		-			
Fuel System	Service by MAN	-		Service by MAN	
	-Complete Fuel Injectors replacement	-		-Complete Fuel Injectors replacement	
	-Fuel Pump Service & Calibration	-		-Fuel Pump Service & Calibration	
	-Compression Testing & Valve Setting	-		-Compression Testing & Valve Setting	
	Aux Fuel Pump 24V	-		Aux Fuel Pump 24V	
Air Charging System	Turbocharger	-		Turbocharger	
Lubrication System	Oil Pump & Oil Cooler	-		Oil Pump & Oil Cooler	
Electrical System	Starter Motor & Flywheel	-		Starter Motor & Flywheel	
	Alternator	-		Alternator	
	Batteries 200AH ; 2Nos	-	Batteries 200AH ; 2Nos		Batteries 200AH ; 2Nos

Cooling System	Water Pump	Water Pump	Water Pump	Water Pump	Water Pump
	Radiator			Radiator	
Electrical - HT					
HT Cable					
Slip Ring					
a	Ring Assembly	Ring Assembly		Ring Assembly	Ring Assembly
b	Brush Gear	Brush Gear		Brush Gear	Brush Gear
c	Insulators	Insulator		Insulator	Insulator
CRD Gear Box					
Electric Motor	Motor replacement			Winding	Winding
Transformer - HT					
Control Panel					
Electrical System					
Electric Motor					
a.	Winding				
b.	Main Bearing	Main Bearing			
Generator					
a.	Main Bearing				
b.	Stator / Rotor Winding	Stator / Rotor Winding	Stator / Rotor Winding	Stator / Rotor Winding	Stator / Rotor Winding
c.	AVR		AVR		
Panel Boards & Components					
a.	Soft Starter				

b.	Contactors	10%	10%	10%	10%	10%
c.	Interrupters	10%	10%	10%	10%	10%
d.	Transformer	Replacement / Repair	Replacement / Repair	Replacement / Repair	Replacement / Repair	Replacement / Repair
Power Take Off						
Universal Joint		Joint			Joint	
Clutch		Clutch Pad & Liner			Clutch Pad & Liner	
Gear Box						
Hydraulic System						
Hydraulic Pumps 5 Nos		25%	25%	25%	25%	
Hydraulic Motors 8 Nos		25%	25%	25%	25%	
Hydraulic Cylinders						
a.	Boom Cylinder 1No	Dismantling & Service		Dismantling & Service		
b.	Outrigger Cylinder 4Nos	Dismantling & Service 2 Nos	Dismantling & Service 2 Nos			
c.	Steering Cylinder 8Nos	Steering Cylinder 2 No	Steering Cylinder 2 No	Steering Cylinder 2 No	Steering Cylinder 2 No	
Hydraulic Valves & Manifolds		10%	10%	10%	10%	
Hydraulic Hoses		25%	25%	25%	25%	
Control System						
CAN System						
a.	MC2M 3Nos	MC2M 3 Nos				

b.	JoyStick 2 Nos	JoyStick 2 Nos		Joystick 2 Nos		
c	Keypad 4 Nos	Keypad 4 Nos				
d	LMI Screen 3 Nos	LMI Screen	LMI Screen	LMI Screen	LMI Screen	LMI Screen
e	Angle Sensor	Angle Sensor		Angle Sensor		Angle Sensor
f	Level Sensor					
g	Load Cell 2 Nos	Load Cell		Load Cell		Load Cell
h	Slew Encoder	Slew Encoder				
i	Winch Encoder 2 Nos	Winch Encoder 2Nos				
Sensors & Limit Switches						
a.	Stromag Geared Limit Switches 3 Nos	Limit Switch 1 No	Limit Switch 1 No	Limit Switch 1 No		
b.	Pressure Sensors 10 Nos	50%	50%			
c	Temperature Senors 4 Nos	50%	50%			
d	Proximity Sensors 10Nos	25%	25%	25%	25%	
e	Level Sensors 2 Nos	100%				
f	Limit Switches & Taps 14Nos		25%	25%	25%	

Winch & Slew System					
Winch Brake 4Nos	50%	50%			
Main Wire Rope 4Nos	100%		100%		
Slew Gear Box 2 Nos	Repair		Repair		
Slew Brake 2Nos	100%				
Oil Cooling System					
Gear Oil Cooler 3 Nos	100%				
Hydraulic Oil Cooler 1 No	100%				
Cooler Fan 4 Nos	100%	50%	50%	50%	
Gear Pump 3 Nos	Service 100%		Service 100%		
Pneumatic System					
Air Compressor					
a	Electric Motor	Replacement / Repair			
b	Compressor	100% Service			
c	FRL	Replacement / Repair			
Translation Brake - Wabco		100% replacement			
Structure					
Boom Pulley Shieves	50% repair	50% repair			
Boom					
Top Pulley Shieves	50% repair	50% repair			
Boom Pin & Bearing	100% replacement			100% replacement	

Slew Bearing	100% replacement					
Boom Cylinder Pin & Bearing	Bearing replacement					
Conveyor Filters	100% replacement					
Corrosion Protection						
a.	Painting	Necessary Painting	Necessary Painting	Necessary Painting	Necessary Painting	Necessary Painting
b.	Plate replacement	As per requirement	As per requirement	As per requirement	As per requirement	As per requirement
Cabin Upper	Painting & repair as per requirement					
Cabin Lower	Painting & repair as per requirement					
Walkways & Ladders	Painting & repair as per requirement					
Under Carriage						
Tyre	25%	25%	25%	25%	25%	25%
Wheel Hub	25%	25%	25%	25%	25%	25%
Hub Bearing	25%	25%	25%	25%	25%	25%
Outrigger Pad			Plate Replacement by welding 50%	Plate replacement by welding 50%		

Note:

- 1) Above parts replacement, work to be carried out is provided for arriving at estimate purpose only. However the spares, works are not exhaustive, if any maintenance/work/replacement is to be carried out over and above the schedule mentioned above, to upkeep the cranes in good working condition, the same shall be carried out by the contractor through out the contract period at his cost.
- 2) Above maintenance schedule has been proposed based on assumptions, however, interventions (if any) will depend on Crane Operations, Local Climate Conditions and / or other influencing factors.

Annexure 22

Maintenance Schedule as per OEM

System Description	Grade / Part Number	Qty	Maintenance Intervals in Hours														
			1st Year							2nd Year							
			400	800	1200	1600	2000	2400	2800	3200	3600	4000	4400	4800	5200	5600	6000
Engine																	
Engine Oil	15W40	40 Ltr	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Fuel Filter	WDK 724/1 ; MANN	2 Nos	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Fuel Prefilter	E11S03 D65 ; HENGST	2 Nos					√					√					√
Oil Filter	E251HD11 ; HENGST	2 Nos	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Air Filter	81.08304.0091 ; MAN	2 Nos					√					√					√
Radiator Coolant	ELF SUPRA	100Ltr					√					√					√
Hydraulic System																	
Hydraulic Oil	HLP 46	1600 Ltr									√						√
Hydraulic Filter	2600R010BN4HC ; HYDAC	1 No									√						√
Hydraulic Filter	1300R010BN4HC ; HYDAC	1 No									√						√
Return Filter	0660R010BN4HC ; HYDAC	1 No									√						√
Dehumidifier	BD400GW 2.0 ; HYDAC	1 No									√						√
Winch System																	
Reduction Gear Oil	SP220	72Ltr			√			√			√			√			√
Gear Oil Filter	0200MX010BN4HC ; HYDAC	2 Nos			√			√			√			√			√
Main Wire Rope	GADUS S3 / CERAN AD PLUS	25 Kg		√		√		√		√		√		√		√	
Coupler Gear Box																	
Reduction Gear Oil	SP220	10Ltr			√			√			√			√			√
Gear Oil Filter	0200MX010BN4HC ; HYDAC	1 No			√			√			√			√			√
Axle & Final Drive																	
Reduction Gear Oil	85W140	140Ltr					√					√					√

System Description	Grade / Part Number	Qty	Maintenance Intervals in Hours													
			3rd Year							4th Year						
			6400	6800	7200	7600	8000	8400	8800	9200	9600	10000	10400	10800	11200	11600
Engine																
Engine Oil	15W40	40 Ltr	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Fuel Filter	WDK 724/1 ; MANN	2 Nos	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Fuel Prefilter	E11S03 D65 ; HENGST	2 Nos					√				√					√
Oil Filter	E251HD11 ; HENGST	2 Nos	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Air Filter	81.08304.0091 ; MAN	2 Nos					√				√					√
Radiator Coolant	ELF SUPRA	100Ltr					√				√					√
Hydraulic System																
Hydraulic Oil	HLP 46	1600 Ltr								√						√
Hydraulic Filter	2600R010BN4HC ; HYDAC	1 No								√						√
Hydraulic Filter	1300R010BN4HC ; HYDAC	1 No								√						√
Return Filter	0660R010BN4HC ; HYDAC	1 No								√						√
Dehumdiifier	BD400GW 2.0 ; HYDAC	1 No								√						√
Winch System																
Reduction Gear Oil	SP220	72Ltr			√			√			√			√		√
Gear Oil Filter	0200MX010BN4HC ; HYDAC	2 Nos			√			√			√			√		√
Main Wire Rope	GADUS S3 / CERAN AD PLUS	25 Kg	√		√		√		√		√		√		√	√
Coupler Gear Box																
Reduction Gear Oil	SP220	10Ltr			√			√			√			√		√
Gear Oil Filter	0200MX010BN4HC ; HYDAC	1 No			√			√			√			√		√
Axle & Final Drive																
Reduction Gear Oil	85W140	140Ltr					√					√				√

System Description	Grade / Part Number	Qty	Maintenance Intervals in Hours							
			5 th Year							
			12400	12800	13200	13600	14000	14400	14800	
Engine										
Engine Oil	15W40	40 Ltr	√	√	√	√	√	√	√	
Fuel Filter	WDK 724/1 ; MANN	2 Nos	√	√	√	√	√	√	√	
Fuel Prefilter	E11S03 D65 ; HENGST	2 Nos					√			
Oil Filter	E251HD11 ; HENGST	2 Nos	√	√	√	√	√	√	√	
Air Filter	81.08304.0091 ; MAN	2 Nos					√			
Radiator Coolant	ELF SUPRA	100Ltr					√			
Hydraulic System										
Hydraulic Oil	HLP 46	1600 Ltr								
Hydraulic Filter	2600R010BN4HC ; HYDAC	1 No								
Hydraulic Filter	1300R010BN4HC ; HYDAC	1 No								
Return Filter	0660R010BN4HC ; HYDAC	1 No								
Dehumdiifier	BD400GW 2.0 ; HYDAC	1 No								
Winch System										
Reduction Gear Oil	SP220	72Ltr			√			√		
Gear Oil Filter	0200MX010BN4HC ; HYDAC	2 Nos			√			√		
Main Wire Rope	GADUS S3 / CERAN AD PLUS	25 Kg	√		√		√		√	
Coupler Gear Box										
Reduction Gear Oil	SP220	10Ltr			√			√		
Gear Oil Filter	0200MX010BN4HC ; HYDAC	1 No			√			√		
Axle & Final Drive										
Reduction Gear Oil	85W140	140Ltr					√			

PART III**PRICE BID**

Tender Inviting Authority: Office of the Superintending Engineer(M), New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010

Name of Work: OPERATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR 2 NOS. ITALGRU MAKE, 63 T CAPACITY, MOBILE HARBOR CRANES (MHCs) OF NMPA, FOR A PERIOD OF 3 YEARS

Contract No: CME-05/2024-25 DATED 20/08/2024

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NU MBE R #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Rate Per Month In Figures To be entered by the Bidder in Rs. P	GST In Percentage To be entered by the Bidder	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = Col (13) + {Col(4) * Col(7) * Col(9)} in Rs. P	TOTAL AMOUNT In Words including GST
1	2	3	4	5	7	9	13	14	15
1	Monthly Charges for Operation and Comprehensive Maintenance Contract for 2 Nos. Italgru Make, 63T Capacity, Mobile Harbor Cranes of NMPA” as per the scope of work and	item1	12.00	months			0.00	0.00	INR Zero Only

	Terms & Conditions, excluding GST (1st Year)								
2	Monthly Charges for Operation and Comprehensive Maintenance Contract for 2 Nos. Italgru Make, 63T Capacity, Mobile Harbor Cranes of NMPA” as per the scope of work and Terms & Conditions, excluding GST (2nd Year)	item2	12.00	months			0.00	0.00	INR Zero Only
3	Monthly Charges for Operation and Comprehensive Maintenance Contract for 2 Nos. Italgru Make, 63T Capacity, Mobile Harbor Cranes of NMPA” as per the scope of work and Terms & Conditions, excluding GST (3rd Year)	item3	12.00	months			0.00	0.00	INR Zero Only

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

PART- V**CHECK LIST**

Tender No: CME-05/2024-25

Dated: 20/08/2024

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 and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.9.		
	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 c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure – 1 -Particulars of Bidder. b) Annexure – 2 - Financial Turnover c) Annexure – 3 – Details of Experience. d) Annexure – 4– Tender Form e) Annexure – 5– Form of agreement f) Annexure – 6– Specimen Bank Guarantee Form for EMD g) Annexure – 7 – Format of Security Deposit Bank Guarantee h) Annexure – 8 –Format of Declaration i) Annexure-9- Format of power of Attorney j) Annexure – 10– Format for Proprietorship k) Annexure – 11– Joint Venture Partner Information l) Annexure – 12 – Joint Bidding Agreement m) Annexure – 13 – Format of power of Attorney for Lead Member n) Annexure – 14 -Details of Ongoing Contract at NMPA o) Annexure – 15 – Bank Information for E-Payment p) Annexure – 16–Hand Receipt q) Annexure – 17 – Undertaking of Indemnification r) Annexure – 18– Integrity Pact s) Annexure – 19 – Dispute Review Board Agreement t) Annexure - 20 – Undertaking for Site Visit u) Annexure – 21 – List of parts which may be required for replacement v) Annexure – 22 – Maintenance Schedule		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			