



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



TENDER DOCUMENT FOR

**“SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE
OF 1 NO. MOBILE HARBOUR CRANE OF CAPACITY NOT LESS THAN 100T ON
REVENUE SHARING BASIS FOR A PERIOD OF 5 YEARS AT NMPA”**

LIST OF DOCUMENTS.

| | | | |
|---|--|-------------------|-------------|
| 1 | Special Instructions to the Bidders for the E-Submission of the Bids Online Through E-Procurement Portal | PART – I | P – 3 to 5. |
| 2 | Tender Document | PART – II | P – 6 to 78 |
| 3 | Price Bid | PART – III | P- 79 |
| 4 | NMPA Bank Details | PART – IV | P- 80 |
| 5 | Checklist | PART – V | P- 81 & 82 |

PART - I

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

N.I.T. No.CME - 04/2022-23

Dated: 03/11/2022.

TITLE OF WORK: TENDER FOR “SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF 1 NO. MOBILE HARBOUR CRANE OF CAPACITY NOT LESS THAN 100T ON REVENUE SHARING BASIS FOR A PERIOD OF 5 YEARS AT NMPA”.

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 enrollment 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 enrollment.
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 requirements and then attached along with bid documents during bid submission. This will ensure lesser 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 the documents as per 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 bidder is liable to be rejected for that tender. 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 www.newmangalore-port.com 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 any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. **Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or www.newmangalore-port.com.** Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. 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 submit the EMD and tender fee as specified in the tender. The original RTGS/NEFT receipt /evidence of EMD Credited should be posted/couriered/given in person to the Tender Inviting Authority,(or attached along with technical bid) 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 and accepts the same to proceed further to submit the bids.
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 bid including tender document(s) online duly sealed, signed, filled 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 क्लाउंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाउंट 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 uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. 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। बोलियाँ, जो अवरोद्ध 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, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. 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 sort of delay or the difficulties faced during the 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 (एम) 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,। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।

The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid. No clarifications shall be sought in this regard.

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 लगाएँ। 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 with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्जॉलेजमेंट 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 an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. 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 from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. 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 see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
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 that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. 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 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 and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily except in the case as per clause no.2.2.1(m) below.
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/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 in put credit to Port.
25. ईएमडी / एलडी / एसडी को जप्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा। In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.
26. GST returns shall be filed in time by the contractor. Input Tax credit lost if any due to non-filing of return will be recovered from contractor.

PART - II**INDEX**

| Sl. No. | Description | Page No. |
|----------------|---|-----------------|
| 1 | NOTICE INVITING TENDER. | 7 |
| 2 | INSTRUCTIONS TO TENDERERS | 8-20 |
| 3 | GENERAL TERMS & CONDITIONS OF CONTRACT | 21-27 |
| 4 | SCOPE OF WORK | 28-35 |
| 5 | PARTICULARS OF TENDERER – ANNEXURE 1 | 36 |
| 6 | FINANCIAL TURNOVER – ANNEXURE 2 | 37 |
| 7 | DETAILS OF EXPERIENCE – ANNEXURE 3 | 38 |
| 8 | TENDER FORM – ANNEXURE 4 | 39 |
| 9 | JOINT BIDDING AGREEMENT (IN CASE OF CONSORTIUM)- ANNEXURE 5 | 40 |
| 10 | FORM OF AGREEMENT – ANNEXURE 6 | 41-43 |
| 11 | SPECIMEN BANK GUARANTEE FORM FOR EMD - ANNEXURE 7 | 44 |
| 12 | FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 8 | 45-46 |
| 13 | FORMAT FOR DECLARATION – ANNEXURE 9 | 47 |
| 14 | FORMAT OF POWER OF ATTORNEY – ANNEXURE 10 | 48-49 |
| 15 | FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER (IN CASE OF CONSORTIUM / JOINT VENTURE) - ANNEXURE 11 | 50 |
| 16 | FORMAT FOR PROPRIETORSHIP – ANNEXURE – 12 | 51 |
| 17 | BANK INFORMATION FOR E-PAYMENT – ANNEXURE 13 | 52 |
| 18 | HAND RECEIPT – ANNEXURE 14 | 53 |
| 19 | INTEGRITY PACT – ANNEXURE 15 | 54-59 |
| 20 | PROPOSED CHARGES FOR USE OF HARBOUR MOBILE CRANES INSTALLED BY THE PRIVATE OPERATORS – ANNEXURE 16 | 60 |
| 21 | DISPUTES REVIEW BOARD AGREEMENT – ANNEXURE 17 | 61-65 |
| 22 | DETAILS OF CARGO HANDLED BERTH WISE – ANNEXURE 18 | 66-73 |
| 23 | UNDERTAKING OF INDEMNIFICATION – ANNEXURE 19 | 74 |
| 24 | DETAILS OF ONGOING CONTRACT – ANNEXURE 20 | 75 |
| 25 | VERIFICATION OF LOCAL CONTENT – ANNEXURE 21 | 76 |
| 26 | CERTIFICATE FOR TENDERERS / BIDDERS SHARING LAND BORDER - ANNEXURE 22 | 77 |
| 27 | CERTIFICATE FOR TENDERERS / BIDDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING SHARING LAND BORDER – ANNEXURE -23 | 78 |

NOTICE INVITING TENDER

TITLE OF WORK: e- SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF 1 NO. MOBILE HARBOUR CRANE OF CAPACITY NOT LESS THAN 100T ON REVENUE SHARING BASIS FOR A PERIOD OF 5 YEARS AT NMPA".

| | | |
|----|---|--|
| 1 | निविदा संख्या/ TENDER NO. निविदा आईडी/ Tender ID: | CME-04/2022-23 Dated 03/11/2022 _NMPT_721352_1 |
| 2 | निविदा का तरीका/ 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 | पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि/ Date of NIT available to parties to download. | 03/11/2022 at 11.00 hrs. |
| 4 | ऑनलाइन प्री-बिड क्वेरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid query submission | 03/11/2022 at 11.00 hrs. |
| 5 | ऑनलाइन प्री-बिड क्वेरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid query submission | 09/11/2022 at 15.00 hrs. |
| 6 | अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender | <u>Not Applicable</u> |
| 7 | बयाना राशि/ Earnest Money Deposit | The tenderer is required to pay Rs. 11,63,000/- (Rupees Eleven Lakhs Sixty Three Thousand only) in the form of Bank Guarantee as EMD or exemption certificate as per clause No 2.2.1(u) of ITB. 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. |
| 8 | निविदा शुल्क/ Tender Fees | Rs.1,680/- (Rupees One Thousand Six Hundred and Eighty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(u) of ITB. |
| 9. | http://eprocure.gov.in/eprocure/cpp पर ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि/Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp | 10/11/2022 at 10.00 hrs. |
| 10 | बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid. | 23/11/2022 at 15.00 hrs. |
| 11 | तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid. | 24/11/2022 at 16.00 hrs. |
| 12 | मूल्य बोली खोलने की तिथि और समय/ Date & Time of opening of Price Bid | To be communicated separately. |
| 13 | संविदा अवधि/ Contract period | 05 yrs starting from the date as indicated in work order. |
| 14 | निविदा की वैधता /Validity of Tender. | 120 days from the date of opening of tender (Tech. Bid). |

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/-
(Gladstone LV)
Executive Engineer (Mechl)II.

2. INSTRUCTIONS TO THE TENDERERS

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) from the reputed, bonafide, resourceful & experienced firms for the work of “**Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA**”.

2.1.2 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 for **Rs. 11,63,000/- (Rupees Eleven Lakhs Sixty Three Thousand only)** in the form of Bank Guarantee as per Annexure – 7. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser’s interest in all respects. *The evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (u) below.*
- b) TENDER FEE for Rs.1680/- (Rupees One Thousand Six Hundred and Eighty only) inclusive of 12% GST - Non-refundable - RTGS Receipt shall be uploaded online. Bids of the firms not submitting Tender Fee shall be summarily rejected except in the case, as per clause no 2.2.1(u).
- 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 Tenderer on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) Particulars of Tenderer as per **Annexure –1.**
- f) Copies of annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years as per **Annexure-2.**
- g) Supporting documentary evidence of work orders / satisfactory completion certificate/any other documents issued by the client, **duly attested by notary** shall be submitted as per **Annexure–3.**
- h) Tender Form as per **Annexure- 4.**
- i) Joint Bidding Agreement (In case of Consortium)- **Annexure 5**
- j) Form of Agreement as per **Annexure –6.**
- k) Specimen Bank Guarantee Form for EMD as per **Annexure – 7.**
- l) Specimen Bank Guarantee Form for Performance security as per **Annexure – 8**
- m) Format for Declaration – **Annexure-9**
- n) Power of Attorney: - **Annexure -10**
- o) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - **Annexure 11.**

- p) 'Format for Proprietorship' – **Annexure – 12**
- q) Bank Details of the Tenderer for E-Payment - **Annexure-13**
- r) Hand Receipt duly signed with seal as per **Annexure -14.**
- s) Integrity Pact – **Annexure -15**
- t) Proposed Charges for use of HMC installed by private operators – **Annexure 16**
- u) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- v) Information on litigation if any
- w) Disputes Review Board Agreement – **Annexure 17**
- x) Details Of Cargo Handled Berth Wise – **Annexure 18**
- y) Undertaking Of Indemnification – **Annexure 19**
- z) Details Of Ongoing Contract – **Annexure 20**
- aa) Verification Of Local Content – **Annexure 21**
- bb) Certificate for tenderers / bidders sharing land border - **Annexure 22**
- cc) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – **Annexure -23**

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

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 2.20

2.4 **MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:**

- 2.4.1 Average annual financial turnover during the last three Financial years i.e. 2019-20, 2020-21 and 2021-22 should be at least Rs 1,47,79,876/-(Rupees One Crore Forty Seven Lakhs Seventy Nine thousand Eight Hundred Seventy Six only). Self attested copies of audited profit & loss statement and balance sheet for three financial years shall be uploaded along with the bid.
- 2.4.2 The Tenderer should have successfully handled an average of 2.5 lakh MT of dry bulk/break bulk/container cargo (Container cargo will be equated at the rate of 15 MT per TEUs) per annum in any Port /in any other organizations

for three years during the last 7 years ending last day of month previous to the one in which applications are invited. The Tenderer shall enclose the notarized copies of the supporting documents viz., work order copies/agreements/satisfactory completion certificates/Stevedore agreements/ tonnage handled certificate from the client clearly showing a minimum of 2.5 lakh MT bulk/break bulk/container cargo handled per annum through Mobile Harbour Crane as proof of handling for verification.

- 2.4.3 Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted failing which the bid is liable to be rejected. If the bidder is not registered with the above authorities, the bidder shall submit an undertaking that, if the bidder is H1, he shall register with the above authorities before the commencement of the contract. If the contractor fails to adhere to the undertaking, his EMD/Performance guarantee shall be forfeited.
- 2.4.4 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified if they have :
- 2.4.4.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 2.4.4.2 record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- 2.4.5 **Last date for submission of Tender:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 AUTHORITY IN SIGNING TENDER DOCUMENTS:

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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 – 12**.

2.6 ONE BID PER BIDDER

- 2.6.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.6.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.6.2.1 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

2.6.2.2 Submit more than one Tender in this Tendering process.

2.6.3 A Tenderer that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.20, at the date of contract award, shall be disqualified.

2.6.4 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.7 TENDERER TO INFORM HIMSELF FULLY

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

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

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

2.8 EARNEST MONEY DEPOSIT (EMD)

2.8.1 Earnest money Deposit (EMD) should be of **Rs. 11,63,000/- (Rupees Eleven Lakhs Sixty Three Thousand only)**. Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(u).

2.8.2 The EMD shall be submitted in the form of Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encasheable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 7 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/-. 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 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. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 2.2.1 (u).

- 2.8.3 The EMD of unsuccessful bidders other than H1 and H2 be returned immediately after ranking of price bids. The BG for the EMD of H2 be returned immediately after entering in to agreement with H1 and acceptance of performance Guarantee from H1. The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Performance Security as stipulated in the tender.
- 2.8.4 EMD be refunded suo-motto without any application from the bidders.
- 2.8.5 The EMD of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- 2.8.6 By submitting its Bid pursuant to this NIT, Bidder shall be deemed to have acknowledged and confirmed that the EMD shall be forfeited and appropriated by Employer as mutually agreed loss and damage payable to Employer for, inter alia, time, cost and effort of Employer in regard to the NIT without prejudice to any other right or remedy to Employer under the following conditions :
- 2.8.6.1 If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity or Extended Validity period duly agreed by the bidder.
- 2.8.6.2 In case of successful Bidder, if the bidder fails within the specified time limit to sign the Contract / Agreement AND / OR furnish the required Performance Security.
- 2.8.6.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the bidder.
- 2.8.6.4 If any information or representation submitted by bidder is found to be false or incorrect.
- 2.8.6.5 Any effort by the bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- 2.8.6.6 Any Bid not accompanied with EMD shall be rejected summarily by the Employer as being non-responsive, except in the case, as per clause no 2.2.1(u).
- 2.8.6.7 In the event of forfeiting the EMD/LD/SD , GST is applicable and while imposing penalty GST shall be collected.
- 2.9 **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request without forfeiting his Bid security However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee.
- 2.10 **AMENDMENTS:**
- 2.10.1 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 website.
- 2.10.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Tenderers. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Tenderer shall acknowledge receipt of such Addenda/Corrigenda and submit the

same along with his Tender duly signed and sealed in all pages.

2.11 LANGUAGE OF TENDER :

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

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 2.8 of Tender Document.

2.13 TENDERED CURRENCIES:

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

2.14 PRE BID QUERIES

The bidder or his official representative is invited to attend a pre-bid meeting which will be held on 09/11/2022 at 15.30 hrs at Administrative Building, NMPA. The Bidders can also upload their queries on the website before the pre-Bid meeting date. The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage. The queries/clarification received from the Tenderers would be discussed and the response of the Port Authority 's shall be uploaded on NMPA/Govt./CPP websites.

2.15 TENDER OPENING AND EVALUATION:

2.15.1 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.

2.15.2 SCRUTINY AND EVALUATION OF THE TENDER

2.15.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.4 of ITT (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid security and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied , the bid shall be rejected outright.

2.15.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

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

requirements shall not be considered for further evaluation.

2.15.2.4 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 Tenderer to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Tenderer's bid.

2.15.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Tenderer individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

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

2.15.3 **OPENING OF PRICE BID:**

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

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

2.15.3.3 Comparison and Evaluation of Price Bids will be based on the % of revenue sharing quoted by the Tenderer as per price schedule.

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

2.15.3.5 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.

2.16 AWARD OF CONTRACT

2.16.1 Award Criteria

The employer will award the contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the Highest 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. The second bidder (H2) shall be kept in reserve and may be invited to match the bid submitted by the (H1) bidder in case such bidder with draws or is not selected for any reason.

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

Notwithstanding Clause no 2.16, 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 highest offer.

2.18 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.18.1.1 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 contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”)
- 2.18.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a security deposit in accordance with the provision of clause 2.19.
- 2.18.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 6 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.200/-. The contract Agreement shall be signed between the Port Authority and the successful Tenderer within 21 Days from the Date of issue of LOA. The completion period of the contract shall be as mentioned in the LOA/Work order. The tenderer shall submit 10 sets of agreement copies at his cost.
- 2.18.1.4 Upon furnishing by the successful Bidder of the Security Deposit and executing the Agreement, the Employer will release the EMD of H2 Bidder.

2.19 **PERFORMANCE GUARANTEE**

The Contractor shall have to furnish a Security Deposit in the form of a Bank Guarantee (BG) for Rs.17,45,000/- (Rupees Seventeen Lakhs Forty Five Thousand only) from any Nationalized/Scheduled Bank, in the approved format within 28 days from the date of issue of Letter of Intent/ work order. The Bank Guarantee shall be kept valid for the total contract period of 5 years Plus Six months claim Period. New Mangalore Port Authority reserves the right to encash the Bank Guarantee in case of any default of the Contractor. On furnishing the Security Deposit, the EMD shall be returned. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD). If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the bank guarantee shall also be extended for the same period plus six months claim period. The Performance Guarantee may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed Deposit Receipt from a Commercial bank or Bank guarantee from any of the Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

Note:- 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.

2.20 **CORRUPT OR FRAUDULENT PRACTICES**

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

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

2.20.1.1 "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

2.20.1.2 "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

2.20.2 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.

2.20.3 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.

2.21 **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.

2.22 MEMORANDUM OF SETTLEMENT:

The successful Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior approval of New Mangalore Port Authority in relation to any work under taken by him in the Port premises.

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

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

2.23.2 The party who has purchased the “Tender document” must be a member of J.V./ Consortium

2.23.3 Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium and shall be submitted along with bid.

2.23.4 All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted to bidder is annexed at ANNEXURE- 5- Joint Bidding Agreement.

2.23.5 Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.

2.23.6 The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment. NOTE: Payments, as due, shall be released only in favour of ‘Lead member’ of the consortium.

2.23.7 Power of attorney for authorized signatory to be made as per format ANNEXURE-11.

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

2.23.9 The validity of the joint venture consortium agreement submitted at the time of submission of bid should continue for entire period of contract as specified in the tender.

2.23.10 All such agreement shall be irrevocable for the entire period of the contract. The formation/constitution of the Joint Venture shall not be altered after submitting the bid and shall remain unchanged till the completion of contract.

- 2.23.11 During the evaluation of bid, if black listed/debarred firms/individuals of the Private/Public Sector companies/State Govt./Central Govt. owned organizations /Major Ports found to be part of the Joint Venture, such bids liable to be rejected and shall treated as Non-Responsive.
- 2.23.12 The Technical bid shall be submitted with a copy of Joint Venture Agreement to legally bind both the partners (Lead Partner & Partner) Jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each partners of the joint venture. Such JV Agreement must evidence the commitment of the partners to bid and to execute the contract if their bid is successful. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and behalf of the partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead partner.
- 2.23.13 The JV Agreement must specifically state
- 2.23.13.1 Date and Place of signing
 - 2.23.13.2 The purpose of Joint Venture (must include the details of contract for which the Joint Venture has been invited to bid)
 - 2.23.13.3 A clear and definite manner including the proposed administrative arrangement for the management and execution of the contract
 - 2.23.13.4 It is valid for the contract/project for which bidding done.
- 2.23.14 If JV breaks up mid way before the award of contract and during bid validity period, bid will be rejected and EMD forfeited.
- 2.23.15 Joint Venture should be legally constituted by complying with the applicable laws and a Certificate from the Auditors of the Joint Venture partners should be enclosed to that effect.
- 2.23.16 If JV breaks up before completion of the contract, in addition to normal penalties as per provision of bid document, both the partners of the JV shall be debarred from participating in future bids for a minimum period of 3 years and Performance Bank Guarantee will be encashed & Retention money will be forfeited.
- 2.23.17 The Minimum Qualification Criteria of the Tender to be jointly fulfilled by the partners of the Joint Venture i.e “Experience Criteria” to be fulfilled by one individual/firm and “Financial Criteria” to be fulfilled by the other individual/firm.
- 2.23.18 In case of foreign partner in Joint Venture claiming “Experience” or “Financial Turnover”, the Lead Partner should provide a Certificate from Statutory Auditors in India for the same and this shall be enclosed with the Technical bids. The certificate should clearly specify the “Experience” / “Financial Turnover” as per the MQC requirements.

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

2.24 SETTLEMENT OF DISPUTES:

2.24.1 **Amicable Settlement of Disputes:** If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Contractor in connection with 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 Contractor as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve such dispute, difference or claim.

2.24.2 **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 2.24.1 or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.24.3.

2.24.3 Arbitration

2.24.3.1 Any Dispute which is not resolved amicably as provided in Clause 2.24.1 and/or 2.24.2 shall be finally settled by arbitration as set forth below: -

2.24.3.1.1 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.

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

2.24.3.1.3 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.

2.24.3.1.4 The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings

shall be borne by each party itself.

2.24.4 **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 Contractor and the New Mangalore Port Authority, all disputes not settled under Clause 2.24.2 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 2.24.3 and the adjudication hereunder shall be final and binding.

2.24.5 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.

Sd/-

(Gladstone L V)
Executive Engineer (Mechl.)II

3.0 GENERAL CONDITIONS OF THE CONTRACT(GCC)

1. DEFINITION

- 1.1 Tenderer/Bidder: A person, society, firm or company willingly participating in tender in given terms and conditions, is Tenderer/ bidder.
- 1.2 Tender: Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the NMPA.
- 1.3 Container: Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import and domestic cargo which could be 20'/22'/40' or tank container.
- 1.4 Container Yard : A place used for storage of containerized cargo, stuffing and destuffing of containers.
- 1.5 Contractor: Contractor means the person, Society, Firm or Company whose tender has been accepted by the NMPA, and shall include his employees, agents, etc.
- 1.6 NMPA: NMPA means 'New Mangalore Port Authority' an autonomous body of the ministry of Shipping of Government of India, incorporated under the Major Port Authority Act, 2021, under the laws of India and having its principal place of business at, PANAMBUR, Mangalore- Karnataka.
- 1.7 Laws: Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 1.8 Taxes : GST, Cess Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on container handling and storage etc.
- 1.9 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of NMPA in a particular catchment area.
- 1.10 EIC: Engineer In Charge (Mechanical Department)
- 1.11 OIC : Officer In charge (Traffic Department)

2. PERIOD OF CONTRACT

The Contract period is for a period of 5 (Five) years from the date of commissioning of the crane at the designated locations in the Inner Harbour of New Mangalore Port Authority as per the directions of Traffic Manager. NMPA shall, however, have the right to exercise its discretion of extending the contract by one more year in case it considers it necessary. The extension shall be granted on the basis of same rates, terms and conditions of the contract on mutual acceptance, subject to satisfactory performance.

3. TARIFF FOR HMC:

Tariff for levying the handling charges shall be as per the TAMP notified rates. The handling charges levied shall be revised by the TAMP from the time to time . The Charges for 100 Ton Harbour Mobile Cranes (HMC) to be installed by the private operators at New Mangalore Port Authority as notified by Tariff Authority of Major Ports (TAMP). The present Tariff for HMC which is enclosed at Annexure -16.

4. **FORCE MAJEURE:** Notwithstanding anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

Note : -

1. Prior to deployment of HMC for operations, i.e at the beginning of the contract, the contractor shall submit the detailed preventive maintenance schedule to be carried out for the next 5 years for the HMC. Thereafter, the contractor shall submit a monthly report to the EIC/OIC, detailing the Preventive maintenance carried out every month without fail.
2. In case of any eventualities like fire/ explosion, NMPA may appoint a third party inspection agency (TPIA). The charges towards the appointment of the TPIA shall be equally shared between the contractor and NMPA. The TPIA shall inspect, assess the cause for the fire/explosion and give his recommendations, based on which NMPA shall take a decision, which shall be binding on both the parties.
3. However, in case the contractor defaults on the submission of the monthly preventive maintenance schedule as per note 1 above , then note 2 above is not applicable and the fire/explosion shall be considered as lapse in maintenance by the contractor and penalty as per tender condition shall be levied on the contractor.

5. 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.

6. 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, EIC/OIC so nominated by the Competent Authority. The contractor shall furnish to the Traffic Manager 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.

7. WAIVER OF DAMAGES:

In case of Accidents, fire, fog, congestion, etc., the Chairman, New Mangalore Port Authority may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action is brought out clearly on record.

Notwithstanding anything contained hereinabove, the Chairman, NMPA shall be the Authority to consider waiver of any damages imposed under this contract, by the Traffic Manager / Officer In-charge, in part or full, at his sole discretion.

8. 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.

9. SAFETY :

- i) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation
- ii) The contractor shall indemnify NMPA against any violation of safety laws, rules and regulations while carrying-out operations and maintenance as required by the contract.
- iii) No unauthorized person should be allowed to work on the MHC.
- iv) The Tenderer 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) Tenderer/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.

10. INDEMNIFICATION: The Contractor hereby agrees and undertakes to indemnify, keep indemnified, defend 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 indemnified 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 Authority 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.
 - iv. 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.
 - v. The Contractor shall submit an indemnity bond on a Rs.100 stamp paper as per the format at Annexure 19.
11. **COMPLIANCE WITH STATUTES, REGULATIONS:** The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The percentage quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the NMPA to witness the payment made by the Contractor to his staff and labour.
12. **INTEGRITY PACT**
- For every work / procurement / contract the value of which is Rs. 5 Crores and above, the integrity pact agreement format as given at Annexure -15 shall form a part of the tender document. The filled in & signed Integrity pact as per Annexure-15 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-15 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.

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

13. **POLICE VERIFICATION:** At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

14. **INSURANCE**

- i. 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 /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.
 - ii. 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.
 - iii. The policy will be having claim series clause and extended notification clause with cross liability extension
 - iv. **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.

- v. 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.
- vi. Claim Lodgment: 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.
- vii. 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.
- viii. 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.
- ix. 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.

15. CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 22**.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

- f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of [15.(iii)] above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per **Annexure – 23**.

Sd/-

(Gladstone L V)

Executive Engineer (Mech.) II

4. SCOPE OF WORK

1. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final and acceptable to the tenderer /contractor. The **Scope of work** to be carried out by the Contractor in respect of the contract are as follows.
2. **INSTALLATION & COMMISSIONING OF THE CRANE:** The crane that shall be supplied under this contract shall be not more than 5 years old as on the date of submission of Technical Bid. The crane has to be Supplied, Installed and Commissioned within 4 (Four) months from the date of issue of Letter of Intent (LOI)/ work order. Delay in commissioning of HMC beyond above mentioned period shall attract penalty @ Rs.5,000/- per day, or part thereof for the 1st month and Rs.10,000/- per day or part thereof for the 2nd month and Rs.50,000/- per day or part thereof for the 3rd month. After completion of third month as mentioned, no further extension will be allowed and Security Deposit will be encashed. Any security clearance required for import of Foreign Equipment (MHC) shall be as per office orders/ circulars issued by Ministry of Shipping, Government of India from time to time.
3. **DESIGN CRITERIA:** The Harbour Mobile Crane to be deployed shall meet the following requirements:

| | | |
|-----|---|---|
| 1. | Type of HMC | Diesel operated & Tyre mounted |
| 2. | Maximum reach | HMC shall lift at least 45 Tons below the Spreader upto a Reach of 40 meters from the centre of the Crane |
| 3. | Lifting capacity of the Crane | ≥ 100 T |
| 4. | Load bearing capacity on Quay should not exceed | 3 T/m ² |
| 5. | Spreader | Automatic Spreader To handle 20 feet, 40 feet & 45 feet containers & with twin lift |
| 6. | Grabs (min. 2 nos.) | To handle cargo ranging from 0.6 Ton/m ³ – 2.5 Ton/m ³ density |
| 7. | Motorised Hook (1 no.) | Having capacity to lift 100 tons & above |
| 8. | Min. working Radius | 10 – 11 meters |
| 9. | Max. hook depth below ground | 15 meters |
| 10. | Age of the Crane (HMC) | Not more than 5 (Five) Years old as on the date of submission of technical bid / tender |

- i. The bidder may please note that the specifications mentioned above are indicative only. The bidder may adopt its own design so as to fully meet the functional requirements in all respects without sacrificing the safety, quality, efficiency and reliability in any manner. The HMC must be suitable for cargo handling operation in vessel with beam up to 40 meters.
- ii. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

Note: The maximum permissible vessel that can be currently handled at NMPA Inner harbor is with a maximum LOA: 300m and Beam: 50m.

- iii. Bulk/Break Bulk/Container/any other cargoes as instructed by the Traffic Department are permitted to be handled by

the HMC. The maximum output as per the TAMP for HMC is 12,500 MT per day for export cargo and 10,000 MT per day in respect of Import Cargo. However, in order to ensure safe operations, Dock safety inspector clearance shall be obtained by the contractor, in case of any other cargoes to be handled by the proposed HMC, as instructed by Traffic Department.

- iv. The proposed HMC is intended for use at Berth No.5, 6 & 7 tentatively. The project cargo and cargoes other than those designated can be handled at these berths; the operator should make necessary arrangements for deploying suitable grabs / nets etc., for handling the above multi cargoes.
 - a. The Draft at Berth Nos. 5, 6 & 7 is 9.5 meters respectively. There is a slope between Berth No. 7 & 14 as the top level of deck slab of Berth No. 14 and Berth No. 7 is +4.662 and +3.662 mCD respectively. The Berth No. 5 is provided with unloading facility (pipelines) of cement users viz., Ambuja and Ultratech and Edible oil pipeline of M/s. Adani Wilmar. In addition to the above, underground water supply pipelines with gate valves are also provided on both the edges of the berth. However, the Bidders are requested to visit the site and get acquainted with the actual site condition.
 - b. The cargo handled Berth wise at Berth No 5, 6 & 7 for the last Five years is provided at Annexure 18. However, Bidder has to make his own assessment with regards to volume of cargo expected at Berth No 5, 6 & 7 and quote accordingly. The successful bidder shall provide spreaders, in case of handling containers by the proposed 100 T HMC..

V. PERFORMANCE STANDARDS:

| Sr. No. | Performance Parameters | Performance Standard |
|---------|--|----------------------|
| 1. | Vessel wise Average Cargo handled per day (in tonnes) in respect of cargo groups given below | |
| (a) | Dry bulk cargo | 6000 |
| (b) | (i) Break-bulk cargo (other than Granites / Marbles) | 4200 |
| | (ii) Break-bulk cargo (Granites / Marbles) | 2000 |
| 2. | Average moves per hour per crane in respect of containers | 12 |

4. Electricity and Water for erection, commissioning and operation of the HMC shall be provided on payment of applicable tariff of NMPA. Further, Land lease charges for erection and commissioning of the HMC shall be provided on payment of applicable tariff of NMPA.
5. Office/Store room will be given to the Contractor on chargeable basis as per Port's prevailing SoR.
6. The contractor shall pay applicable monthly parking charges to the Port during the tenure of the contract for the total area occupied by the HMC. The parking charges shall be calculated when the boom is in upright position.
7. Administrative support only, for obtaining clearance from any statutory authority, shall be provided by NMPA.
8. The Contractor shall **share the revenue** together with applicable GST at the end of every month or latest by 7th of succeeding month by means of RTGS/NEFT in favour of FA&CAO, NMPA on the basis of consolidated monthly collection (Gross Revenue). Monthly statement of MHC operation shall be submitted prior to the revenue sharing for verification. All damages, if any levied during the preceding months, shall also have to be paid along with the revenue charges. If not, the same shall be recovered from the Security Deposit. Traffic department shall certify the cargo handled

and the revenue earned by the Port and necessary certificates/invoice in this regard shall be issued to the contractor on a monthly basis. The MHC shall be provided with a weightometer, which shall be calibrated once in every 6 months. The calibration certificate shall be submitted to the EIC/OIC for verification. The contractor shall maintain proper records of the weightometer readings, which shall be submitted along with the monthly statement for the verification of the Traffic Department. Further, the contractor shall also obtain the Draught Survey report from the respective users, who has utilized the crane.

Revenue share shall be determined as per the following three methodologies :-

- a. If the Port Harbour Mobile Crane (Hired) is used for loading/discharging the entire ship qty then the Final Draught survey qty will be considered for billing.
- b. If the Ship/s cranes and Port harbour Mobile crane (Hired) are used for loading/discharging cargo, then the figure/reading given by the Port Harbour Mobile crane will be considered for billing purpose. However, this quantity will not be more than the final draught survey qty.
- c. If the Port harbour Mobile cranes (both owned as well as hired) are used for loading/discharging cargo and it is found that there is an excess reading/billing by HMCs, then excess qty will be reduced on pro-rata basis to Final Draught survey quantity.

9. All the materials and works, including labour, required to complete the work satisfactorily are covered under the scope of the Contractor under this contract.
10. Contractor shall nominate an Authorized Representative for carrying out all the transactions with NMPA including receipt of payment.
11. The Contractor, at his own cost, shall be solely responsible for the following:
 - a) To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority in India or abroad as the case may be, except service taxes.
 - b) To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the NMPA.
 - c) To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose.
 - d) To co-ordinate with outside agencies for obtaining permission/approval/ clearances etc. that may be required to execute the work.
 - e) To keep the work site free from obstruction.
 - f) To maintain site account of materials, clearly indicating relevant information such as description of the cargoes, source, date of delivery at site, loading, unloading at site etc. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily work monitoring register etc. The OFFICER INCHARGE (OIC) from Traffic Department shall verify the registers as and when required and sign the same, duly recording his remarks.
 - g) The contractor shall arrange for transport, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost.
 - h) To maintain Cargo Handling records in a format acceptable to NMPA.
 - i) To maintain valid Insurance Policies as applicable for Men and Machines .

- j) Fuels, Lubricants, spares or any other Consumables including manpower required for operation & maintenance of the HMC shall be responsibility of the contractor.

12. INSURANCE: Refer Clause No. 14 of ITT.

13. TERMINATION:

- a. Contractor shall ensure that the HMC is available for operation whenever the vessel is alongside the berth.
- b. It is the responsibility of the contractor to ensure that Preventive Maintenance and Routine Maintenance of the HMC is carried out regularly during lean period of operation so that the HMC is available for hassle free operation.
- c. In case of any Breakdown of the HMC, Contractor shall take immediate action to recommission in shortest possible time.
- d. The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:
 - i. If the Contractor fails to execute the obligations under the contract within the period as specified in the contract, or any extension granted by the Board;
 - ii. In case breakdown of HMC exceeds 5 days per occasion, for a maximum of 3 occasions in a year, the contract may be liable for termination by the Board by issuing the Notice of Termination by following the existing procedures of NMPA.
 - iii. In case, the Contractor fails to rectify and commission HMC for operation from the date of breakdown within 30 days, and the HMC is under breakdown beyond 30 days, termination notice may be issued to the contractor on the 31st day, by issuing the Notice of Termination by following the existing procedures of NMPA.
 - iv. If the Contractor fails to perform any other obligation under the contract and if the Contractor does not rectify, after receipt of a notice of default, its failure within the time specified in the notice.
The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Contractor.
- e. In case of termination of contract for default by the Contractor, the Bank Guarantee submitted by the contractor towards Security Deposit/Performance Security shall be encashed and the contractor may be debarred from participation in future tenders of New Mangalore Port Authority for a period of 3 years.
- f. The Port awards the work to the Contractor upon the conditions that the Contractor shall perform in accordance with the terms and conditions of the Contract. In the event of violation of any such terms and conditions by the Contractor, NMPA may terminate the contract after giving 90 days' notice.

14. PERFORMANCE OF THE CRANE: The crane should always be available on demand 24 X 7 as per the requirement of the Traffic Department at the designated Berths.

15. MAINTENANCE: Maintenance of Harbour Mobile Crane is the responsibility of the Contractor for efficient & reliable operating conditions so as to ensure maximum availability and productivity of the equipment. The Contractor shall deploy an effective maintenance team comprising of engineers & technicians to take up preventive, predictive and corrective maintenance activities during the Contract period.

16. PREVENTIVE 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 HMC. However, the contractor must take prior permission of the EIC/OIC, NMPA, before laying up the HMC 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 EIC/OIC, NMPA.

However any downtime for which prior permission from EIC/OIC, NMPA has not been obtained shall be deemed as off-hire (break down) of HMC and deduction shall be made as per Clause 15(Penalty) below

17. PENALTY:

i. For not achieving the Minimum Performance Standards:

If the contractor fails to meet the Performance Standards as stipulated in Clause No. 4.4, penalty @ 5% shall be levied on the Revenue derived for the shortfall of the tonnage, of the respective performance standards, to the contractor, for that particular vessel and shall be deducted from the monthly bills.

Illustrative Example:

- (a) A dry bulk vessel with a performance standard of 4000 tons per day handles 3200 tons then a shortfall of 800 tons shall attract a penalty for 800 tons

i.e. $800 \times \text{Rs. } 30 \text{ (NMPA SoR rate)} \times 5\% = \text{Rs. } 1200/-$

- (b) A dry bulk vessel with a performance standard of 4000 tons per day handles 3999 tons then a shortfall of 1 ton shall attract a penalty for 1 ton

i.e. $1 \times \text{Rs. } 30 \text{ (NMPA SoR rate)} \times 5\% = \text{Rs. } 1.50$

ii. Breakdown:

Whenever vessel is alongside the berth and HMC is not available for operation, Penalty @ Rs. 500/-, per hour or part thereof shall be levied for the total time period when the HMC was not available for operation for that particular vessel.

18. NON-PAYMENT OF PENALTY AMOUNT: The penalty arising out of any reason shall be deposited by the Contractor within 30 days from receipt of such intimation from NMPA. Non-deposit of penalty within the specified time will attract interest as per SOR from the date of default and shall be resulted in one or any combination of following actions which will be taken by NMPA.

- a. Adjusting from Security Deposit by encashing the Security Deposit (SD). The balance amount of Security Deposit shall be refunded after submission of new BG having validity as of earlier BG.
- b. Invocation of Clause 11 & 32.0 of scope of work .

19. MAINTENANCE OF CONTEMPORARY RECORDS: The Contractor shall maintain requisition and supply records, cargo handling records etc. with timings for compilation to ascertain the monthly performance of the crane. The

format for such records and other necessary operational records shall be finalized in consultation with the EIC/OIC. Also these formats or new formats shall be revised / derived if required during the Contract period. For this purpose, the Contractor shall have to provide a set of latest computer with a printer in the control room of the crane for generation of records pertaining to operation and maintenance of the crane.

- 20. FLEXIBILITY IN OPERATION:** The Contractor shall be permitted to install the crane inside the Port area and to be tentatively operated in Berth No.5, 6 & 7 by the Port. It will be ensured that quantity of cargo to be handled by the HMC during the financial year will be rationalized based on capacity as well as availability of HMC. However, NMPA does not give any cargo commitment to the bidder/Contractor. If required, multi-operation of HMC can be undertaken by NMPA for vessel loading/ unloading operations.

Note: All bulk/break bulk/container/any other cargo instructed by Traffic Department are permitted to be handled by the Harbour Mobile Crane

- 21. SHIFTING OF HMC:** The proposed HMC shall be tentatively deployed at Berth No. 5, 6 & 7. However, on demand by Traffic Department, the Contractor shall shift and operate the MHC at other berths. However, while shifting the HMCs to the locations, as desired by the Traffic Department, all safety aspects shall be ensured by the contractor.
- 22. DEDUCTIONS:** While performing under the contract, the damages caused by the Contractor or his workmen to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, New Mangalore Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the Contractor. In determination of the damage, the opinion of the EIC/OIC shall be conclusive.
- 23. PERSONAL PROTECTIVE EQUIPMENT: (PPE)** The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.
- 24. CONDUCT:** The Contractor, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works.
- 25. ACCIDENT:** The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the EIC/OIC giving all the details. He shall also provide additional information about the accident as requested by the OFFICER INCHARGE (OIC) and Safety Officer of NMPA.
- 26. WATCH AND WARD:** During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine / equipment / system used for the work at his own cost.
- 27. ASSIGNMENT AND SUBLETTING :** The Contractor shall not transfer the equipment for operation to any 3rd party either by way of sub- Contract, assignment, rent or any other means without written permission of New Mangalore Port Authority .
- 28. UNDERTAKING BY THE CONTRACTOR:** Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc.
- 29. PERMISSION FOR PORT ENTRY:** Port Entry passes to the Contractor, his vehicle and his workmen during the

period of contract will be issued on payment basis 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. The contractor shall have to obtain Port entry pass for all their staff at their own cost for operation of the Harbour Mobile Crane inside the Port area during the contract period. The present HEP rates are in port website <https://mptgoa.gov.in>

30. **UTILITIES:** New Mangalore Port, on request of the Contractor may provide entry permits as per existing norms to the Contractor's staff.

31. **OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES, PERMISSIONS:** The Contractor shall, at its own cost, obtain and maintain valid statutory clearances and permissions as may be required as per law for operating the Harbour Mobile Crane (HMC). The contractor shall comply with the Dock Safety Regulations. The periodical tests and annual thorough examination of HMC from statutory authorities such as Dock Safety Inspectorate shall be carried out by the contractor at their own cost. The contractor shall submit the documentary evidence for the same for the HMC before commencing the HMC operation.

32. **TAXES, LEVIES, Etc.:** The Contractor shall pay all lawful taxes including Goods & Service Tax (GST), duties, cess, assessments, charges etc which may be levied by any Govt. Authority or Tax levying agencies from time to time. The Operator shall levy the charges as per the notified SOR. The applicable taxes shall be levied on the above charges. Contractor shall pay the revenue as per the Revenue share Clause No 6 of Scope of Work.

33. **NO NUISANCE / ANNOYANCE TO OTHERS:** The Contractor shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the contracted premises.

34. **NO COMPENSATION ON EXPIRY OF CONTRACT PERIOD :** No compensation what so ever shall be payable by the Port to the Contractor on termination of Contract prior to the expiry of the Contract period.

35. **ALLOTMENT OF VESSEL & COLLECTION OF CHARGES :** The vessel allotment shall be decided by the Traffic Department and intimated to the Contractor. Accordingly, requisition for engagement of HMCs will be given by exporters/importers/cargo owners/other users to the Contractor through Officer In-charge of the Traffic Department. The Contractor shall collect the charges from users of the Harbour Mobile Crane in accordance with the rates notified by TAMP from time to time.

36. **BANNING OF BUSINESS:** In case, the successful bidder fails to execute the Contract Agreement, after issue of work order, the business dealings with the bidder will be banned by NMPA and the same will be circulated to all Major Ports of India, in addition to forfeiting of EMD/Security Deposit as per Clause No.2.8 of Bidding documents.

37. REPLACEMENT OF HMC, IN CASE OF MAJOR BREAKDOWN:

In the event of major breakdown of HMC, and if the contractor desires to replace the same, with HMC of similar capacity & of same year of manufacture or later, conforming to the tender specifications and meeting Performance Standards as per the tender, the contractor shall within thirty days from the date of breakdown, obtain prior permission of MPA for the same, duly enclosing the following documents:

- a. Letter from OEM or any Third party Agency like M/s IRCLASS Systems & solutions Pvt.(IRS), M/s Bureau Veritas Pvt. Ltd, M/s Lloyds, etc. certifying that the HMC under breakdown is beyond economical repairs and is to be replaced

- b. A copy of MoU/ Equipment Lease Agreement/ any other Agreement signed between the manufacturer/supplier of HMC and the contractor for supply/hire of HMC to the contractor.

The contractor shall replace the HMC, within 8 months from the date of acceptance letter from MPA at their own cost. However, if the replacement of HMC is delayed beyond 8 months or any extension granted by the Board thereof, then Bank Guarantee towards Security Deposit/Performance Security submitted by the contractor as per the clause no. 2.20 shall be encashed. In the event of replacement of HMC under breakdown, Termination clause No. 4.13.5 will not be applicable.

Penalty for breakdown as per the clause no. 4.17.3 shall be applicable from the time of occurrence of breakdown till replacement of HMC.

38. Debarment from bidding

- i. A bidder shall be debarred if he has been convicted of an offence —
- b. Under the Prevention of Corruption Act, 1988; or
- c. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a service contract.
- ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in the Port tenders for a period of three years commencing from the date of debarment.
- iii. Port may debar a bidder or any of its successors, from participating in any tenders undertaken by it, for a period two years, if it determines that the bidder has breached the Code of Integrity.

39. BERTH DETAILS: The Length & Width of berth No. 5, 6 & 7 are as follows:-

| Berth No. | Quay Length (Mtrs.) | Width (In Mtrs) |
|------------|---------------------|-----------------|
| Berth No.5 | 198 | 20 |
| Berth No.6 | 198 | 20 |
| Berth No.7 | 200 | 20 |

40. On receipt of notice for termination of the agreement, the Contractor shall have to remove the equipment from the Port area within 4 months from the date of termination/closure of contract for which land rent as per SOR to be paid. Otherwise, it shall be treated as unauthorized stay of equipment in the Port area and action, as deemed fit, would be taken against the Contractor

Sd/-
(Gladstone L V)
Executive Engineer (M)II

ANNEXURE –1**PARTICULARS OF TENDERER:**

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

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

A: Banker's Details:

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

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

| Financial Year | Turnover | | |
|---|----------|---------|---------|
| | 2019-20 | 2020-21 | 2021-22 |
| i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR | | | |
| | | | |

Attachments :-

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

Signature & Seal of the Tenderer

ANNEXURE- 3

DETAILS OF EXPERIENCE

| Sl. No. | Financial Year | Dry /Break bulk cargo handled/Container(in MT) | Documentary evidence | Name of Port | Remarks |
|---------|----------------|--|----------------------|--------------|---------|
| | | | | | |
| | | | | | |
| | | | | | |

Signature of Tenderer with Company Seal

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

TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA”**, 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.17,45,000/- 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 Security Deposit in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Authority .
7. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc. but excluding GST. GST shall be payable extra as applicable.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:

Address:

JOINT BIDDING AGREEMENT (IN CASE OF CONSORTIUM)

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

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

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

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

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

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

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

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

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

SIGNED SEALED & DELEVERED

By with named-----
-----through its
duly constituted attorneys
----- in the presence of

SIGNED SEALED & DELEVERED

By with named-----
-----through its
duly constituted attorneys
----- in the presence of

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 2021 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 has offered to “Grant of Contract for **Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA**” with effect from the date of commissioning of the HMC in consideration of highest revenue sharing per month by the Contractor as quoted by the Contractor and the Board has accepted the offer.

WHEREAS, the Board of New Mangalore Port Authority in its meeting held on _____ has resolved to approve the proposal for “Grant of Contract for **Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA**” the design Specifications of the equipment etc. including the quay loading data and other parameters need to be cleared by Chief Mechanical Engineer, NMPA.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following document shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - i) Tender Document.
 - ii) The Instructions to the Bidders and the General Conditions of Contract as contained in the Tender Document.
 - iii) All addendum/corrigendum etc.
 - iv) Letter of Intent issued by the Board.
 - v) Work Order issued by the Board
 - vi) All correspondences between the bidder and VPT till issuance of Grant of Contract.
2. The technical specification of Harbour Mobile Crane and it's type, grab capacity, and load distribution arrangement will have to be cleared from the Port authority before deployment of cranes.
3. The Contractor shall be required to obtain the Competency Certificated issued by D.G.F.A.S.L.I and submit it, before the equipment is put into operation in the Port area. The Contractor shall comply with all statutory requirements to operate the equipment inside the Port.
4. The Contract for operation of the equipment inside the Port area is to handle all types of dry-bulk cargo, general cargo, and scrap etc. either as an importer or exporter, stevedore or as a service provider. The cargo handled will be treated as own cargo in case of importer/exporter/ stevedore and other cargo in case of a service provider.
5. The Contractor shall abide by the relevant provision of Major Port Authroity Act, and New Mangalore Port Rules, 1966.

It is the responsibility of the Contractor to comply with the requirements, if any, for operation of these equipment made under Dock Safety Regulations, Payment of Wages Act, Labour Law or other Act, Rule or Regulations in force from time to time.

6. The Contractor shall operate the equipment in such a manner so as not to cause any hindrance, interference to the Port activities. In this regard the instructions issued by Port Authority from time to time are strictly to be followed by the Contractor. The decisions of Port Authority are final and binding. The Contractor is also liable to be held responsible for any damages caused to the Port property.
7. The Contractor shall share % of the revenue (final agreed Revenue Share) together with applicable GST at the end of every month or latest by 7th of succeeding month by means of RTGS/NEFT in favour of FA&CAO, NMPA on the basis of consolidated monthly collection (Gross Revenue). .
8. The Contractor will be required to remove the equipment from the Port area if the Port authority decides to rescind the agreement on grounds of violations of tender condition or on expiry of the period of Contract.
9. On receipt of notice for termination of the agreement, the Contractor shall have to remove the equipments from the Port area within the given time. Otherwise, it shall be treated as unauthorized stay of equipment in the Port area and action, as deemed fit, would be taken against the Contractor.
10. In case of termination of the agreement prematurely for violation of tender conditions, the Contractor shall have no right to claim any compensation, damages, insurance, return, repatriation costs, etc. for withdrawal of the equipment. The Contractor shall indemnify New Mangalore Port Authority of any responsibility in the event of any loss / claims arising out of operation of the Contract.
11. The Contractor shall be required to install one Harbour Mobile Crane for Operation and shall place it inside Port area in a place to be earmarked by NMPA for the purpose. The mobile Crane, when not in operation is required to be shifted under the supervision of Civil Engineering Department from berths to the designated area notified. The land required for parking HMC when not in use shall be provided by NMPA on payment of applicable tariff.
12. The Contractor shall be solely responsible for any damage caused to the structure of Port or any other property of the Port during handling of equipments and/or equipments lying idle inside the Port area.
13. The Contractor shall pay all statutory charges such as Road Tax, etc and insure the equipment at his own cost.
14. Whenever these equipment are deployed at wharf and Port wharf cranes are required to be traveled/shifted, the Contractor shall make all arrangements to remove his equipment, accessories etc from the track without any delay.
15. It will be the responsibility of the Contractor to ensure that no damage takes place to the existing rail track, electric

power cables and/or any other Port assets during operation of the crane. In case of such damage, the cost as assessed by Port will be payable by the Contractor.

16. New Mangalore Port shall not be responsible for any damage to the assets of the Contractor and for any injury or loss of life or property of the Contractor or any third party in whatsoever manner.

WHEREAS, the Contractor hereby covenants with the Board to operate the cranes in conformity with all conditions of the tender and the terms and conditions of this Contract agreement set forth as above.

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...../2022..... dated...../..../2022 and contains with.....pages in all.

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

(Contractor)
CONMPANY 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 authorised to do so-should also be enclosed**]

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of New Mangalore Port Authority incorporated by the Major Port Authority Act, (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA”** vide Work Order No. _____ (hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /-(Rupees _____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, _____ (Name of the Bank), do hereby undertake to pay Rs. _____ /-(Rupees _____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ /-(Rupees _____).
3. We, _____ (Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, _____ (Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of

the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

Dated ----- day of -----2022

For

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

| |
|-------------------------------|
| FORMAT FOR DECLARATION |
|-------------------------------|

(To be executed on bidder's letter head)

To _____

Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA.

Ref: _____

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

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

Date: _____

Place: _____

Name of the Applicant : _____

Represented by (Name & capacity)

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA”**.
Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20____ (Two thousand

_____), will have effect from the date he signs and receives this delegation.

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

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

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

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

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

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

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

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

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

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

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

FORMAT FOR PROPRIETORSHIP

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

Sir,

Name of the Work: **“Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA**

Ref.: E-tender No. CME-04/2022-23 dated 03.11.2022

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

Sign and Seal of the Bidder/ Bidders Authorized representative

Bank Information for E-Payment

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

Signature and seal of the Tenderer

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 **“Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA”** vide Receipt No. _____ dtd. - -2022.

Seal & Sign. Of the Tenderer

Date:

Signature of Payee:

Witness:

- ♦ **The officer authorizing 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.**

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 **Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA** 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', alongwith interest.

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

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

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

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

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

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

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

7. 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 ____/____/2022

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

- 1. _____
- 2. _____

- 1. _____
- 2. _____,

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

PROPOSED CHARGES FOR USE OF HARBOUR MOBILE CRANES INSTALLED BY THE PRIVATE OPERATORS:

| Description/cargo | Dry Bulk Cargo (rate per tonne) | Break Bulk Cargo (rate per tonne) | Container 20 ft (rate per TEU) | Others (hourly rate) |
|------------------------|------------------------------------|--------------------------------------|-----------------------------------|-------------------------|
| 100 tonne HMC(Foreign) | 60.00 | 124.00 | 2,578.00 | 44,380.00 |
| 100 tonne HMC(Coastal) | 36.00 | 74.00 | 1,547.00 | 26,628.00 |

Note :

1. The above rates are subject to change based on the notification issued by TAMP.
2. Further, it is to inform that, the final rates will be informed prior to bid opening.

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 (Project name) (the "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 Boardshall stand disbanded with effect from the date specified in the notice. The notice shall be posted bya registered letter with AD or delivery of the letter, even if he refuses to do so.

DETAILS OF CARGO HANDLED BERTH WISE**BERTH WISE TRAFFIC - 2017-18 (IN TONNES)**

| COMMODITY NAME | B.NO.5 | B.NO.6 | B.NO.7 | TOTAL |
|---------------------------|----------|----------|----------|-----------------|
| CRUDE (MRPL) | | | | - |
| LPG (HPCL) | | | | - |
| LPG (TOTAL GAZ) | | | | - |
| P.O.L. | | | | - |
| P.O.L.-MRPL | | | | - |
| EDIBLE OIL | 3,04,601 | 2,69,632 | 10,517 | 5,84,750 |
| PHOSPHERIC ACID | | | | - |
| LIQ.AMMONIA | | | | - |
| BUTYLEN ACRYLIC | | | | - |
| METHANOL | | | | - |
| STY. MONOMER | | | | - |
| BENZENE | | | | - |
| PARAXYLENE | | | | - |
| FERTILIZER | - | 48,541 | 63,222 | 1,11,763 |
| FRM (DRY) | | 15,500 | 20,282 | 35,782 |
| CEMENT (AMBUJA) | 1,22,242 | | | 1,22,242 |
| CEMENT (ULTRATECH) | 2,74,664 | | | 2,74,664 |
| COAL | - | 1,21,465 | 6,33,176 | 7,54,641 |
| COAL (UPCL) | | | | - |
| IOP (KIOCL) | | | | - |
| IRON ORE CONCENTRATE | | | 33,003 | 33,003 |
| IRON ORE FINES | - | 1,64,054 | 1,12,694 | 2,76,748 |
| BENTONITE POWDER | | | 7,350 | 7,350 |
| BITUMEN | 4,137 | 13,348 | 8,123 | 25,608 |
| CLAY | - | 7,000 | - | 7,000 |
| CONTAINER | - | 33,013 | 63,314 | 96,327 |
| FLY ASH | | | | - |
| GRANITE/BOULDERS/TETRAPOD | | | | - |
| GYPSUM | - | 47,436 | - | 47,436 |
| LIMESTONE | - | - | 13,750 | 13,750 |
| MACHINERY | - | 12,756 | 4,153 | 16,909 |
| RAW SUGAR | - | 29,110 | - | 29,110 |

| | | | | |
|--------------------|-----------------|-----------------|------------------|------------------|
| RIVER SAND | | | 29,308 | 29,308 |
| RO-RO | - | - | - | - |
| SODA ASH | | | | - |
| TIMBER | - | - | 8,992 | 8,992 |
| WHEAT | - | - | - | - |
| GRAND TOTAL | 7,05,644 | 7,61,855 | 10,07,884 | 24,75,383 |

BERTH WISE TRAFFIC - 2018-19 (IN TONNES)

| COMMODITY NAME | B.NO.5 | B.NO.6 | B.NO.7 | TOTAL |
|---------------------|----------|----------|----------|-----------------|
| CRUDE (MRPL) | | | | - |
| CRUDE(ISPRL) | - | - | - | - |
| LPG (HPCL) | | | | - |
| LPG (TOTAL GAZ) | | | | - |
| P.O.L. | | | | - |
| P.O.L.-MRPL | | | | - |
| EDIBLE OIL | 3,15,611 | 2,03,092 | - | 5,18,703 |
| PHOSPHERIC ACID | | | | - |
| LIQ.AMMONIA | | | | - |
| BUTYLEN ACRYLIC | | | | - |
| METHANOL | | | | - |
| STY. MONOMER | | | | - |
| SULPHURIC ACID | | | | - |
| BENZENE | | | | - |
| PARAXYLENE | | | | - |
| FERTILIZER | - | 15,000 | - | 15,000 |
| FRM (DRY) | | 31,468 | 4,000 | 35,468 |
| CEMENT (AMBUJA) | 1,32,278 | | | 1,32,278 |
| CEMENT (ULTRATECH) | 2,34,550 | | | 2,34,550 |
| ANTHRACITE COAL | | 12,650 | 22,000 | 34,650 |
| COAL | - | 5,500 | 41,507 | 47,007 |
| COKING COAL | | | 1,00,966 | 1,00,966 |
| LAME COKE | - | - | 15,400 | 15,400 |
| MET. COKE | | 22,000 | 2,54,546 | 2,76,546 |
| PET COKE | | 20,719 | 58,756 | 79,475 |
| STEAM COAL | | 70,446 | 4,26,740 | 4,97,186 |
| STEAM COAL (UPCL) | | | | - |
| THERMAL COAL (UPCL) | - | - | - | - |
| IOP (KIOCL) | | | | - |
| IRON ORE CONC. | | | 27,626 | 27,626 |
| IRON ORE FINES | | 27,500 | 2,42,384 | 2,69,884 |
| BAUXITE | - | - | 27,500 | 27,500 |

| | | | | |
|--------------------|-----------------|-----------------|------------------|------------------|
| BENTONITE POWDER | | 22,200 | 2,105 | 24,305 |
| CATTLE FEED | - | - | - | - |
| CONTAINER | - | 82,893 | 23,227 | 1,06,120 |
| GYPSUM | | | 51,389 | 51,389 |
| LIMESTONE | | | | - |
| MACHINERY | - | 52,427 | 21,374 | 73,801 |
| RICE | - | - | - | - |
| RIVER SAND | - | 28,204 | - | 28,204 |
| SODA ASH | | | | - |
| TIMBER | | 4,220 | 8,216 | 12,436 |
| GRAND TOTAL | 6,82,439 | 5,98,319 | 13,27,736 | 26,08,494 |

BERTH WISE TRAFFIC - 2019-2020 (IN TONNES)

| COMMODITY NAME | B.NO.5 | B.NO.6 | B.NO.7 | TOTAL |
|---------------------------|-----------------|-----------------|-----------------|-----------------|
| TOTAL CRUDE | | | | - |
| CRUDE (ISPRL) | | | | - |
| CRUDE (MRPL) | | | | - |
| TOTAL LPG | | | | - |
| LPG (HPCL) | | | | - |
| LPG (TOTAL GAZ) | | | | - |
| TOTAL POL | | | | - |
| P.O.L. | | | | - |
| P.O.L.-HPCL | - | - | - | - |
| P.O.L.-MRPL | | | | - |
| EDIBLE OIL | 2,86,077 | 1,59,569 | 33,977 | 4,79,623 |
| CHEMICALS | - | - | - | - |
| PHOSPHERIC ACID | | | | - |
| LIQ. AMMONIA | | | | - |
| BUTYLEN ACRYLIC | | | | - |
| METHANOL | | | | - |
| STY. MONOMER | | | | - |
| SULPHURIC ACID | | | | - |
| OMPL(EXPORT) | | | | - |
| BENZENE | | | | - |
| PARAFFINIC RAFFINATE | | | | - |
| PARAXYLENE | | | | - |
| FERTILIZER | - | 27,200 | 11,470 | 38,670 |
| FRM (DRY) | | 31,500 | 16,000 | 47,500 |
| TOTAL CEMENT | 3,55,904 | | | 3,55,904 |
| CEMENT (AMBUJA) | 1,44,377 | | | 1,44,377 |
| CEMENT (ULTRATECH) | 2,11,527 | | | 2,11,527 |
| TOTAL COAL (a+b+c) | | 84,569 | 6,40,543 | 7,25,112 |
| (a) OTHER COAL | | 84,569 | 6,40,543 | 7,25,112 |
| ANTHRACITE COAL | - | - | - | - |

| | | | | |
|---------------------------------|-----------------|-----------------|------------------|------------------|
| COAL | - | - | 61,584 | 61,584 |
| COKING COAL | - | - | - | - |
| LAME COKE | | | 21,856 | 21,856 |
| MET COKE | | 19,660 | 1,48,122 | 1,67,782 |
| PET COKE | | 48,309 | 63,754 | 1,12,063 |
| STEAM COAL | | 16,600 | 3,45,227 | 3,61,827 |
| (b)TOTAL COAL(CHETTINAD) | | | | - |
| COAL (CHETTINAD) | | | | - |
| MET COKE (CHETTINAD) | | | | - |
| PET COKE (CHETTINAD) | | | | - |
| STEAM COAL (CHETTINAD) | | | | - |
| (c)STEAM COAL (UPCL) | | | | - |
| TOTAL IRON ORE | | 27,500 | 3,54,016 | 3,81,516 |
| IOP (KIOCL) | | | | - |
| IRON ORE CONC. | | | | - |
| IRON ORE FINES | | 27,500 | 3,54,016 | 3,81,516 |
| OTHER CARGO | 53,523 | 1,54,513 | 93,720 | 3,01,756 |
| BAUXITE | - | - | - | - |
| BENTONITE POWDER | - | 2,010 | - | 2,010 |
| BITUMEN | 45,046 | 11,333 | - | 56,379 |
| CATTLE FEED | - | - | - | - |
| CONTAINER | 8,477 | 81,058 | 44,165 | 1,33,700 |
| GYPSUM | | | | - |
| LIMESTONE | | 13,750 | 27,500 | 41,250 |
| MACHINERY | - | - | - | - |
| MACHINERY (STEEL COILS) | - | 43,305 | 19,311 | 62,616 |
| RAW CASHEW NUTS | | | | - |
| RAW SUGAR | | | | - |
| RICE | - | - | - | - |
| SODA ASH | | | | - |
| TIMBER | | 3,057 | 2,744 | 5,801 |
| SHORE HANDLING | | | | - |
| BUNKERING | | | | - |
| PIPELINE | | | | - |
| PET COKE - RLY | | | | - |
| RICE - RLY | | | | - |
| IOF - RLY | | | | - |
| PALM OIL - RLY | | | | - |
| GRAND TOTAL | 6,95,504 | 4,84,851 | 11,49,726 | 23,30,081 |

BERTH WISE TRAFFIC - 2020-2021 (IN TONNES)

| COMMODITY NAME | B.NO.5 | B.NO.6 | B.NO.7 | TOTAL |
|--------------------|--------|--------|--------|-------|
| TOTAL CRUDE | | | | - |
| CRUDE (ISPRL) | | | | - |

| | | | | |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| CRUDE (MRPL) | | | | - |
| TOTAL LPG | | | | - |
| LPG (HPCL) | | | | - |
| LPG (TOTAL GAZ) | | | | - |
| TOTAL POL | | | | - |
| P.O.L. | | | | - |
| P.O.L.-MRPL(UL) | | | | - |
| P.O.L.-MRPL | | | | - |
| EDIBLE OIL | 2,35,749 | 2,50,249 | 17,503 | 5,03,501 |
| CHEMICALS | - | - | - | - |
| PHOSPHERIC ACID | | | | - |
| LIQ. AMMONIA | | | | - |
| BUTYLEN ACRYLATE | | | | - |
| METHANOL | | | | - |
| STY. MONOMER | | | | - |
| SULPHURIC ACID | | | | - |
| OMPL(EXPORT) | | | | - |
| BENZENE | | | | - |
| PARAFFINIC RAFFINATE | | | | - |
| PARAXYLENE | | | | - |
| REFORMATE | | | | - |
| FERTILIZER | - | - | 10,950 | 10,950 |
| FRM (DRY) | | 10,500 | 17,000 | 27,500 |
| TOTAL CEMENT | 3,66,069 | | | 3,66,069 |
| CEMENT (AMBUJA) | 1,65,333 | | | 1,65,333 |
| CEMENT (ULTRATECH) | 2,00,736 | | | 2,00,736 |
| TOTAL COAL (a+b+c) | | 2,347 | 2,032 | 4,379 |
| (a) OTHER COAL | | 2,347 | 2,032 | 4,379 |
| PET COKE | | 2,347 | 2,032 | 4,379 |
| (b)TOTAL COAL(CHETTINAD) | | | | - |
| MET COKE (CHETTINAD) | | | | - |
| PET COKE (CHETTINAD) | | | | - |
| COKING COAL (CHETTINAD) | | | | - |
| STEAM COAL (CHETTINAD) | | | | - |
| LAM COKE (CHETTINAD) | | | | - |
| ANTHRACITE COAL (CHETTINAD) | | | | - |
| (c)STEAM COAL (UPCL) | | | | - |
| TOTAL IRON ORE | - | 27,550 | 1,63,162 | 1,90,712 |
| IOP (KIOCL) | | | | - |
| IRON ORE CONC. | | | | - |
| IRON ORE FINES | - | 27,550 | 1,63,162 | 1,90,712 |
| OTHER CARGO | 90,843 | 2,41,943 | 2,28,915 | 5,61,701 |
| BITUMEN | 90,843 | 8,769 | 14,056 | 1,13,668 |

| | | | | |
|------------------------|-----------------|-----------------|-----------------|------------------|
| CONTAINER | - | 1,96,733 | 1,81,512 | 3,78,245 |
| GYPSUM | | | | - |
| LIMESTONE | | | | - |
| MACHINERY | - | - | 482 | 482 |
| STEEL COILS | - | 36,441 | 29,519 | 65,960 |
| RAW CASHEW NUTS | | | | - |
| SUGAR | | | | - |
| TIMBER | | | 3,346 | 3,346 |
| SHORE HANDLING: | | | | - |
| BUNKERING | | | | - |
| IOF-RLY | | | | - |
| PALM OIL-RLY | | | | - |
| PET.COKE-RLY | | | | - |
| PIPELINE | | | | - |
| RICE-RLY | | | | - |
| GRAND TOTAL | 6,92,661 | 5,32,589 | 4,39,562 | 16,64,812 |

BERTH WISE TRAFFIC - 2021-2022 (IN TONNES)

| COMMODITY NAME | B.NO.5 | B.NO.6 | B.NO.7 | TOTAL |
|----------------------|-----------------|-----------------|---------------|-----------------|
| TOTAL CRUDE | | | | - |
| CRUDE (ISPRL) | | | | - |
| CRUDE (MRPL) | | | | - |
| TOTAL LPG | | | | - |
| LPG (HPCL) | | | | - |
| LPG (TOTAL GAZ) | | | | - |
| TOTAL POL | | | | - |
| P.O.L. | | | | - |
| P.O.L.-MRPL (UL) | - | - | - | - |
| P.O.L.-MRPL (L) | | | | - |
| EDIBLE OIL | 2,98,941 | 1,28,792 | 23,649 | 4,51,382 |
| CHEMICALS | - | - | - | - |
| PHOSPHERIC ACID | - | - | - | - |
| LIQ. AMMONIA | | | | - |
| BUTYLEN ACRYLATE | | | | - |
| METHANOL | | | | - |
| STY. MONOMER | | | | - |
| SULPHURIC ACID | | | | - |
| OMPL(EXPORT) | | | | - |
| BENZENE | | | | - |
| PARAFFINIC RAFFINATE | | | | - |
| PARAXYLENE | | | | - |
| REFORMATE | | | | - |
| FERTILIZER | - | 23,483 | 40,250 | 63,733 |

| | | | | |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|
| FRM (DRY) | | | 59,500 | 59,500 |
| TOTAL CEMENT | 2,53,087 | | | 2,53,087 |
| CEMENT (AMBUJA) | 1,91,070 | | | 1,91,070 |
| CEMENT (ULTRATECH) | 62,017 | | | 62,017 |
| TOTAL COAL (a+b+c) | - | 13,837 | 23,792 | 37,629 |
| (a) COAL (LOADED) | - | 13,837 | 23,792 | 37,629 |
| MET COKE | - | - | - | - |
| PET COKE | | 13,837 | 23,792 | 37,629 |
| (b)TOTAL COAL(MCTPL) | | | | - |
| MET COKE (MCTPL) | | | | - |
| PET COKE (MCTPL) | - | - | - | - |
| COKING COAL (MCTPL) | | | | - |
| STEAM COAL (MCTPL) | | | | - |
| LAM COKE (MCTPL) | - | - | - | - |
| ANTHRACITE COAL (MCTPL) | - | - | - | - |
| (c)STEAM COAL (UPCL) | | | | - |
| TOTAL IRON ORE | - | 1,36,981 | 1,62,950 | 2,99,931 |
| IOP (KIOCL) | | | | - |
| IRON ORE FINES (KIOCL) | | 1,07,222 | 1,62,950 | 2,70,172 |
| IRON ORE LUMPS | | 29,759 | | 29,759 |
| OTHER CARGO | 82,763 | 2,33,363 | 2,59,018 | 5,75,144 |
| BENTONITE POWDER | - | - | - | - |
| BITUMEN | 82,763 | 7,692 | 39,251 | 1,29,706 |
| CONTAINER | - | 1,18,984 | 1,24,479 | 2,43,463 |
| LIMESTONE | | 11,550 | - | 11,550 |
| LIMESTONE (JSW) | | | | - |
| MACHINERY | - | 1,006 | 1,442 | 2,448 |
| STEEL COILS | - | 70,927 | 55,798 | 1,26,725 |
| STEEL COILS (JSW) | - | 13,601 | | 13,601 |
| RAW CASHEW NUTS | | 9,603 | | 9,603 |
| SALT | - | - | 34,790 | 34,790 |
| RAW SUGAR | - | - | - | - |
| SUGAR | | | | - |
| RICE | - | - | - | - |
| GROCERTY ITEMS | | | | - |
| ROCK BOULDERS | | | | - |
| TIMBER | - | - | 3,258 | 3,258 |
| SHORE HANDLING: | | | | - |
| <i>BUNKERING</i> | | | | - |
| <i>PIPELINE</i> | | | | - |
| <i>FERTILIZER-RLY</i> | | | | - |

| | | | | |
|---------------------|-----------------|-----------------|-----------------|------------------|
| <i>MET COKE-RLY</i> | | | | - |
| <i>PALM OIL-RLY</i> | | | | - |
| <i>PET COKE-RLY</i> | | | | - |
| <i>RICE-RLY</i> | | | | - |
| <i>SUGAR-RLY</i> | | | | - |
| GRAND TOTAL | 6,34,791 | 5,36,456 | 5,69,159 | 17,40,406 |

Sd/-
Executive Engineer (Mechl.)II

ANNEXURE - 19

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

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

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

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

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

We_____ (Bidders name) hereby undertake that ,

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

Sign and Seal of the Bidder/ Bidders Authorized Representative

ANNEXURE -20

DETAILS OF ONGOING CONTRACTS

| 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 Contractor

ANNEXURE 21.

VERIFICATION OF LOCAL CONTENT

| Tender No & Name of the work | Bidder shall enter , the % of Local content in the MOBILE HARBOUR CRANE (MHC) that will be supplied in case the contract is awarded (%). |
|--|---|
| <p>CME-XX/2022-23 dated XX.XX.2022</p> <p>“SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF 1 NO. MOBILE HARBOUR CRANE OF CAPACITY NOT LESS THAN 100T ON REVENUE SHARING BASIS FOR A PERIOD OF 5 YEARS AT NMPA”</p> | |

Sign & Seal of the Contractor

Certificate for Tenderers / Bidders sharing Land Border

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

Sign and Seal of the Bidder/ Bidders Authorised representative

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

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

Sign and Seal of the Bidder/ Bidders Authorized representative

PART III

PRICE BID

TENDER NO: CME-04/2022-23 DATED: 03/11/2022

Name of Work: “Supply, Installation, Commissioning, Operation and Maintenance of 1 No. Mobile Harbour Crane of capacity not less than 100T on Revenue Sharing basis for a period of 5 years at NMPA”.

| Sr. No. | Description | In Percentage |
|---------|--|---------------|
| 1 | Percentage (%) Sharing on Gross Revenue earned from the Mobile Harbour Crane operation per month | _____ % |

- 1) I/We undertake to levy and collect charges strictly as per Schedule of Rates (S.o.R.) approved by TAMP/ rates formulated by NMPA, subject to revision from time to time by TAMP.
I/We also accept that the decision of Officer in charge in this regard is final.
- 2) I/We accept to pay GST with revenue charges as applicable from time to time.
- 3) I/We hereby certify that I/We have examined and am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

Contractor signature
Stamp & Seal:

PART– IV

NMPA BANK DETAILS FOR REMITTING TENDER FEES
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-04/2022-23****Dated: 03/11/2022****SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID**

| DETAILS OF DOCUMENT TO BE SUBMITTED | | | YES | NO |
|--|---|--|------------|-----------|
| TECHNICAL BID | 1 | Bid security declaration and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.2.1(w). | | |
| | 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) Particulars of Tenderer as per Annexure –1. b) Copies of annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years as per Annexure-2. c) Supporting documentary evidence of work orders / satisfactory completion certificate/any other documents issued by the client, duly attested by notary shall be submitted as per Annexure-3. d) Tender Form as per Annexure- 4. e) Joint Bidding Agreement (In case of Consortium)- Annexure 5 f) Form of Agreement as per Annexure –6. g) Specimen Bank Guarantee Form for EMD as per Annexure – 7. h) Specimen Bank Guarantee Form for Performance security as per Annexure – 8 i) Format for Declaration – Annexure-9 j) Power of Attorney: - Annexure -10 k) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - Annexure 11. l) 'Format for Proprietorship' – Annexure – 12 m) Bank Details of the Tenderer for E-Payment - Annexure-13 n) Hand Receipt duly signed with seal as per Annexure -14. o) Integrity Pact – Annexure -15 p) Proposed Charges for use of HMC installed by private operators – Annexure 16 q) Micro and Small Enterprises (MSE) registered with District | - | |

| | | |
|----------------------|--|--|
| | <p>Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.</p> <p>r) Information on litigation if any</p> <p>s) Disputes Review Board Agreement – Annexure 17</p> <p>t) Details Of Cargo Handled Berth Wise – Annexure 18</p> <p>u) Undertaking Of Indemnification – Annexure 19</p> <p>v) Details Of Ongoing Contract – Annexure 20</p> <p>w) Verification Of Local Content – Annexure 21</p> <p>x) Certificate for tenderers / bidders sharing land border - Annexure 22</p> <p>y) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -23</p> | |
| PRICE BID | PART-III - Price Schedule (Online Mode Only) | |