

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

**TENDER No. NMPA/ME/PORT CRAFTS/2020/209 dated 21-11-2022**  
**NIT No. NMPA/ME/PORT CRAFTS/2020/209 dated 21-11-2022**

**e-tender No. 2022\_NMPT\_724613\_1**



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

**“HIRING OF 1 NO. 50T BP TUG  
FOR A PERIOD OF 7 YEARS”**

<b>Estimated Amount</b>	<b>Rs. 49,60,58,000/-</b>
<b>E.M.D</b>	<b>Rs.70,33,484/-</b>
<b>Tender Fee</b>	<b>Rs.1,680/-</b>

## **SCHEDULE OF TENDER (SOT)**

<b>N.I.T. No. NMPA/ME/PORT CRAFTS/2020/209 dated 21-11-2022</b>	
<b>TITLE OF WORK</b>	<b>“Hiring of 1 No. 50T BP Tug for a period of 7 years”</b>

1	TENDER No.	<b>NMPA/ME/PORT CRAFTS/2020/209</b> <b>Dated 21-11-2022</b>	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	
3	e-Tender No.	<b>2022_NMPT_724613_1</b>	
4	<b>Estimated cost</b>	<b>Rs. 49,60,58,000/-</b> Excluding GST	
5	<b>Earnest Money Deposit</b>	<b>Rs.70,33,484/-</b>	
6	Tender Fee	<b>Rs.1680/- (1500 + 12% GST)</b> Non-refundable.	
7	Date of NIT available to parties to download	<b>21-11-2022</b>	<b>at 1400 hrs</b>
8	Date of Starting of online <b>Pre-bid queries</b>	<b>21-11-2022</b>	<b>at 1400 hrs</b>
9	Date of Closing of online <b>Pre-bid queries</b>	<b>28-11-2022</b>	<b>at 1500 hrs</b>
10	Date of Starting of <b>e-Tender</b> for submission Bid on line at <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	<b>05-12-2022</b>	<b>at 1000 hrs</b>
11	Date of closing of <b>e-Tender</b> for submission of Bid.	<b>12-12-2022</b>	<b>at 1500 hrs</b>
12	Date & Time of opening of Technical Bid.	<b>13-12-2022</b>	<b>at 1530 hrs</b>
13	Date & Time of opening of Price Bid	<b>To be communicated separately by email</b>	
14	Work Contract period	<b>7 years from the date of commencement of work.</b>	
15	Validity of Tender	<b>90 days from the last date of submission of bids</b>	

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

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

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

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

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

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

32	<p>A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of <b>NMPA / CPP</b>.</p>
33	<p><b><u>PRE-BID QUERIES</u></b></p> <p>i. Upload their questions/queries in the <b>CPP Website</b>.</p> <p>ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, <b>NMPA</b>, well in advance through e-mail <b>dyconservator@nmpt.gov.in</b>.</p> <p>iii. The pre-bid queries will be received up to <b>28-11-2022 at 1500 hours</b>. Pre-bid queries <b>will not be entertained</b> after the cutoff date &amp; time.</p> <p>iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in <b>Port and CPP websites</b>. <b>Non submission of pre-bid queries will not be a cause for disqualification of a Bidder.</b></p>
34	<p><b>NMPA</b> has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.</p>
35	<p>The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. <b><u>www.eprocure.gov.in/eprocure/app of CPP Portal.</u></b></p>
36	<p>The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p>
37	<p>The bid will be evaluated based on the filled-in Technical &amp; commercial formats.</p>
38	<p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.</p>
39	<p><b><u>Nodal Officer:</u></b> The <b>Marine Engineer</b>, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore. Email id: <b>me-section@nmpt.gov.in</b>, Ph: <b>0824-2887265</b></p>
40	<p><b>BOQ</b> format available in “<b>BOQ</b>” Section of CPP website.</p>

# NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

**N.I.T. No. NMPA/ME/PORT CRAFTS/2020/209 dated 21-11-2022**  
**TENDER FOR “HIRING OF 1 NO. 50T BP TUG FOR A**  
**PERIOD OF 7 YEARS”**

## NOTICE INVITING TENDER

- a) The Deputy Conservator, New Mangalore Port Authority invites **E- tenders** in **Two Bid systems** (Technical Bid and Price Bid) on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.
- b) Details of **Minimum Qualification Criteria** for the BIDDERS, time schedule, Tender fee and EMD to be submitted by the BIDDERS for participation in this tender are given below:

<b>1.1</b>	<b>Estimated cost</b>	<b>Rs. 49,60,58,000/-</b> Excluding GST
<b>1.2</b>	<b>Earnest Money Deposit</b>	<b>Rs.70,33,484/-</b>
<b>1.3</b>	<b>Cost of Tender Fee</b>	<b>Rs. 1,680/-</b>
<b>1.4</b>	<b>Tender Submission</b>	<b>As per SOT (Pg-2) &amp; Important Instructions</b>
<b>1.5</b>	<b>Work Contract Period.</b>	<b>7 years from the date of commencement of work.</b>
<b>1.6</b>	<b>Scope of work: HIRING OF 1 NO. 50T BP TUG FOR A PERIOD OF 7 YEARS</b>	

<b>c)</b>	<b>Minimum Qualification Criteria of the BIDDER are given below:</b>
<b>i</b>	<b>AVERAGE ANNUAL TURNOVER</b> <b>Average Annual Financial Turnover</b> during the last three years ending <b>31st March 2022</b> , should be at least <b>Rs.14,88,17,400/-</b> Bidders have to submit the following: <b>Audited Financial Statements</b> for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by <b>Chartered Accountant.</b>

- ii The BIDDER shall have **SUCCESSFULLY COMPLETED Similar Works DIRECTLY in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt./ PSUs / Private Co.** during last **10 (TEN) years** ending on **last day of month previous to the one in which tenders are invited**, should be either of the following:

<b>One</b> similar completed work costing not less than <b>(OR)</b>	<b>Rs.39,68,46,400/-</b>
<b>Two</b> similar completed works each costing not less than <b>(OR)</b>	<b>Rs.24,80,29,000/-</b>
<b>Three</b> similar completed works each costing not less than	<b>Rs.19,84,23,200/-</b>
Bidder should have <b>GST registration</b> and copy of same to be submitted.	

**"Similar Work" means**

**“The bidder should have experience in Supply of Tug / Offshore Supply Vessel / Ships and same should have been operated, manned and maintained by the bidder”.**

The BIDDERS shall enclose the self-certified copy of supporting documents, if not original to fulfill the eligibility criteria for **Minimum Qualification Criteria** viz. **Work Order** copies for similar works, **SATISFACTORY WORK COMPLETION CERTIFICATES** from client’s letter head **(Not in bidder’s letter head)** indicating **contract period & Total Contract Value exclusive of GST and FUEL COST.**

### **ONGONG CONTRACTS:**

**Completed portion of ongoing contract** will be considered. The Bidder shall submit a **SATISFACTORY WORK COMPLETION CERTIFICATE** for the completed period of contract from its client stating the value of contract for the above period. **THE VALUE OF CONTRACT SHALL BE EXCLUSIVE OF GST AND FUEL COST.**

**Deputy Conservator  
New Mangalore Port Authority**

## INSTRUCTIONS TO BIDDERS (ITB)

2.1 E- Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of **“HIRING OF 1 NO. 50T BP TUG FOR A PERIOD OF 7 YEARS”**

### 2.2 TENDER SUBMISSION:

a) **Technical Bid** shall contain the following:

- i. Details of **Tender Fee** and **Earnest Money Deposit** (RTGS Receipt / Bank Guarantee / Insurance Surety Bonds/ Account Payee Demand Draft/Banker’s Cheque)
- ii. **All the documents as per clause 2.16 of ITB.**

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

c) The following **Original document (hard copy)** has to be submitted prior to cut off date and time of **technical bid opening**.

- i. **EMD** (Bank Guarantee/ Insurance Surety Bonds/ Account Payee Demand Draft / Banker’s Cheque)

### 2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **12-12-2022**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

### 2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid **“Power of Attorney”** from other partners or all the partners constituting the firm. **Each partner shall be fully responsible for any non-compliance of Terms and conditions.**
- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid **“Power of Attorney”** as per **Annexure 6** or **firm’s Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit **“Power of Attorney”** however, firm has to submit the **Declaration** as per **Annexure-13**.

## 2.5 BIDDER TO INFORM HIMSELF FULLY

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

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

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

## 2.6 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **Rs.70,33,484/-** in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid.**

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

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

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

## **2.7 ACCEPTANCE OF TENDER:**

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

## **2.8 TENDER VALIDITY:**

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

## **2.9 AMENDMENTS**

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

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

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

## **2.11 LANGUAGE OF TENDER :**

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

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

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

## **2.13 CURRENCY:**

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

## **2.14 CONTRACT WORK**

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

## **2.15 CONTRACT PRICE**

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure 14**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

## 2.16 TECHNICAL BID

<p><b>The Technical Bid shall be uploaded with the following documents <b>duly sealed and signed in all pages.</b></b></p>	
<b>1</b>	<p><b>Tender Fee and EMD:</b></p> <p>a) The tender shall be accompanied by Tender Fee of <b>Rs.1,680/-</b> which is stipulated in the tender. <b>The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</b></p> <p>b) The tender shall be accompanied by Earnest Money Deposit of <b>Rs.70,33,484/-</b> through RTGS / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. <b>The tender not accompanied with EMD shall be treated as invalid and rejected summarily.</b></p> <p>In case bidder claims exemption of <b>Tender Fee</b> and <b>EMD</b> as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by the Ministry of MSME.</p>
<b>2</b>	<p>Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums if any, to be submitted <b>duly initialed on each page with company's seal</b> as token of acceptance of Tender Conditions &amp; Specifications as per <b>Clause No.2.4 of ITB.</b></p>
<b>3</b>	<p><b>Power of Attorney</b> as per <b>Annexure 6</b> or <b>Firm's Power of Attorney</b> to be submitted.</p> <p>The <b>Proprietorship firm</b> need not submit "<b>Power of Attorney</b>" however, firm has to submit the <b>Declaration</b> as per <b>Annexure 13.</b></p>
<b>4</b>	<p><b>Audited Financial Statements</b> for the last three financial years [2019-20, 2020-21 and 2021-22] i.e. balance sheets, profit and loss statements, duly sealed and signed by <b>Chartered Accountant.</b></p> <p><b>Average Annual Financial Turnover</b> is calculated as follows:</p> <p>Annual Turnover of 2019-20 = <b>A</b>          Annual Turnover of 2020-21 = <b>B</b>          Annual Turnover of 2021-22 = <b>C</b></p> <p><b>Average Annual Turnover</b> = <math display="block">\frac{A+B+C}{3}</math></p>

5	<b>Experience on similar works as per Clause c (ii) of NIT executed during the last Ten years ending on last day of month previous to the one in which tenders are invited.</b>
	a The document ( <b>Work Order / Agreement</b> ) submitted shall clearly indicate the <b>Contract Price and Contract Period</b> .
	b <b>Satisfactory Work Completion Certificate</b> from client's letter head ( <b>Not in bidder's letter head</b> ) shall clearly indicate the <b>Contract Price and Contract Period</b> .
6	GST Registration certificate. <b>The tender not accompanied with GST Registration certificate is liable to be rejected.</b>
7	PAN Card Copy
8	Bidder Information form ( <b>Annexure -1</b> ).
9	<b>Minimum Qualification Criteria</b> of BIDDERS ( <b>Annexure -2</b> ) to be typed in Bidder's Letter Head.
10	<b>Undertaking</b> for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums ( <b>Annexure -3</b> )
11	Bankers Details ( <b>Annexure -4</b> )
12	Covering letter in firm's letter head. ( <b>Annexure -5</b> )
13	Technical Details of Tug ( <b>Annexure -7</b> )
14	Fuel Consumption of Tug ( <b>Annexure -8</b> )
15	<b>Joint Venture Agreement</b> ( <b>Annexure -9</b> ) if applicable
16	<b>Power of Attorney</b> for Lead Member ( <b>Annexure-10</b> ) if applicable
17	<b>JV Partner Information Form</b> ( <b>Annexure -11</b> ) if applicable
18	<b>Information regarding Debarred</b> ( <b>Annexure -12</b> ) Bidder shall give declaration in <b>Annexure-12</b> for not having been <b>debarred or de-listed</b> by any government, semi-government agency or PSUs.
19	<b>Declaration</b> for Proprietorship firm ( <b>Annexure-13</b> ) if applicable
20	<b>Bollard Pull Test Certificate</b> Bidder has to submit a <b>BP test certificate</b> issued by an IACS member confirming <b>50Tons @ 90% MCR</b> at the time of bid submission for evaluation.
21	<b>Valid Class Certificate (IACS)</b>
22	<b>Tug Registration Certificate</b>
23	<b>Tug GA plan</b>
24	<b>MOU / Charter Hire Agreement</b> in case of not owning the tug.
25	<b>UNDERTAKING IN CASE OF NEW BUILT TUG:</b> Bidder should submit the following along with <b>Technical bid:</b> a) An <b>undertaking</b> stating that <b>substitute tug and new built tug</b> will be deployed for operation within the specified mobilization period.

	<ul style="list-style-type: none"> <li>b) <b>Technical details of new tug in Annexure - 7</b></li> <li>c) <b>Technical details of substitute tug in Annexure – 7</b></li> <li>d) <b>Fuel Consumption of new tug in Annexure - 8</b></li> </ul>
<b>26</b>	<b>MOU / Agreement</b> in case of tug under construction
<b>27</b>	<b>The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.</b>
<b>28</b>	<ul style="list-style-type: none"> <li>1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection and disqualification.</b></li> <li>2) <b>All Annexure to be neatly typed in firm’s letter head and submitted.</b></li> </ul>

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

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

## 2.18 **TENDER OPENING AND EVALUATION**

### i **OPENING OF TECHNICAL BID:**

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

### ii **SCRUTINY AND EVALUATION OF THE TENDERS:**

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

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

## **2.19 OPENING OF PRICE BID:**

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

## **2.20 RESPONSIVENESS**

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

- 1. Tender Fee details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.**
- 2. EMD details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.**
- 3. GST Registration Certificate.**

## **GENERAL CONDITIONS OF CONTRACT** **INDEX**

<b>Clause No</b>	<b>Description</b>
1.0	Definition
2.0	Commencement of Contract
3.0	Contract period
4.0	Termination For Default/ Debarment
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# **GENERAL CONDITIONS OF CONTRACT**

## **1 DEFINITIONS**

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

- a) "**Employer**" means **Board Members** of New Mangalore Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its **Chairperson, Dy.Chairperson or Deputy Conservator** or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the **Employer**.
- f) "**Work**" or "**Works**" shall mean the tug services to be provided and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "**Site**" shall mean the area of operation of the tug being the Port limits of New Mangalore Port Authority.
- h) "**Approved**" or "**Approval**" shall mean approval in writing.
- i) "**Month**" shall mean English Calendar Month.
- j) "**Engineer-in-charge/representative**" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) "**SOT**": Schedule of Tender
- l) **NMPA or Port** means **New Mangalore Port Authority, Panambur.**

## **2 COMMENCEMENT OF CONTRACT**

The successful operator shall commence the job within **30 days** from the date of **issue of Work Order**.

## **3 CONTRACT PERIOD**

The Contract period is for **7 years (SEVEN years)** from the date of Commencement of Contract.

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

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

## **5 JOINT VENTURE / CONSORTIUM:**

The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

### **THE LEAD MEMBER SHOULD BE AN INDIAN REGISTERED COMPANY.**

**Proposals submitted by a consortium shall furnish the following details:**

- 5.1 The proposal shall contain the details of each member of the consortium.
- 5.2 The party who has purchased the “Tender document” must be a member of J.V./ Consortium.
- 5.3 **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.
- 5.4 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 - 9 - Joint Bidding Agreement.**
- 5.5 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.
- 5.6 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.
- 5.7 Power of attorney for authorized signatory to be made as per format **ANNEXURE-10.**
- 5.8 Minimum holding of each partner / member should be **26%.**
- 5.9 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.

- 5.10 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.
- 5.11 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 be treated as Non-Responsive.
- 5.12 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.
- 5.13 The JV Agreement must specifically state
- i. Date and Place of signing
  - ii. The purpose of Joint Venture (must include the details of contract for which the Joint Venture has been invited to bid)
  - iii. A clear and definite manner including the proposed administrative arrangement for the management and execution of the contract.
  - iv. It is valid for the contract/project for which bidding done.
- 5.14 If JV breaks up mid way before the award of contract and during bid validity period, bid will be rejected **and EMD forfeited.**
- 5.15 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.
- 5.16 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.
- 5.17 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.

- 5.18 Joint Venture Agreement and Power of Attorney shall be executed on **Rs.100/- Non-Judicial stamp paper** and notarized.
- 5.19 In case of Joint Venture, **the Lead partner shall Own or Hire / Charter the Tug**, failing which bid liable to be rejected.

## **6 FORCE MAJEURE**

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

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

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

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

- (B) Measures to be taken:

- A party affected by an event of **Force Majeure** shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.

- A party affected by an event of **Force Majeure** shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible
- The parties shall take all reasonable measures to minimise the consequences of any event of **Force Majeure**.

## **7 CONDUCT**

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

## **8 WORK ORDER**

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

## **9 CONTRACT AGREEMENT**

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

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

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

## **10 ARBITRATION**

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

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

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

## **11 LANGUAGE**

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

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

## **13 TAX**

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

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

## **14 E PAYMENT**

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

## **15 MANAGER**

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities.

## **16 PROTECTION OF ENVIRONMENT**

All measures and aspects to be adapted to protect the environment.

## **17 SAFETY REGULATIONS**

Working personnel should wear proper PPE and follow the safety regulations.

The contractor shall be responsible for the safety of all activities at the Site.

## **18 STAFF PASS**

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

## **19 PERFORMANCE SECURITY**

19.1 Performance Security should be **3 % of Total Contract value + GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within **28 days** of issue of Work Order. Bank Guarantee as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment.

19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.

19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.

19.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.

19.5 "**Performance Security**" shall be released after satisfactory completion of contract period of **7 Years**.

19.6 **In case non availability of Bank Guarantee in time**, the contractor can also deposit the Performance Guarantee amount in **NMPA Bank** account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

**20** The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (NMPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

**21** The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

**22** In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced **within 24 hrs.**

## **23 PAYMENTS**

a) **The monthly bill in complete shape** i.e. Applicable SPF, crew list, monthly reports and salary details paid to the staff etc. is to be submitted to the office of the Deputy Conservator and payment will be made within **15 days** from the date of submission of bill.

b) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

**The invoice should contain the following information:**

**Name of the customer: NEW MANGALORE PORT AUTHORITY**  
**GSTIN of customer: 29AAALN0057A2ZG**

c) **GST will be paid extra as applicable.**

d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.

e) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**

f) **Payment will be made only in INDIAN RUPEES.**

g) Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment.

## **24 PRICES**

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

## **25 DEVIATION**

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

## **26 ALTERATION**

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

## **27 ALTERNATIVE/CONDITIONAL TENDER**

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

## **28 BRIBES**

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

## **29 ASSIGNMENT AND SUBLETTING**

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

## **30 PORT CHARGES**

The Tug shall be exempted from Port charges. Berthing facilities will be provided to the Tug **FREE OF COST** as per the convenience of the Port.

## **31 MOBILIZATION & DEMOBILIZATION**

The contractor shall bear all expenses for mobilization /demobilization.

## **32 TUG REQUIREMENTS**

<b>32.1</b>	<b>NAME</b>	Name of Tug as mentioned in Registration Certificate
<b>32.2</b>	<b>OWNER</b>	Owner of the Tug
<b>32.3</b>	<b>LENGTH O.A</b>	<b>30 to 35 Metres</b>
<b>32.4</b>	<b>BREADTH</b>	Moulded <b>9-12 meters</b>
<b>32.5</b>	<b>DRAFT</b>	Not more than <b>5.00 Mtr</b> at all conditions.
<b>32.6</b>	<b>CERTIFICATES</b>	Tug should have all statutory certificates as applicable.
<b>32.7</b>	<b>TYPE</b>	CYCLOIDAL or STEERABLE RUDDER PROPULSION or AZIMUTH STERN DRIVE (ASD) with Twin Propeller System.

32.8	<b>BOLLARD PULL</b>	<p>Steady/sustained Bollard Pull of the Tug should be <b>50 Tonnes</b> or more at the time of delivery and same to be maintained throughout the contract period. <b>Bollard Pull test certificate</b> should be from IACS classification society and the certificate in original to be submitted to <b>New Mangalore Port Authority</b>.</p> <p>Bollard Pull test is not required during delivery of Tug. However, <b>Bollard Pull Test Certificate</b> shall be produced which should be <b>not more than 01 year old</b> at time of delivery of tug.</p> <p>Bollard Pull test shall be carried out every two years with a window period of <math>\pm 3</math> months from the date of last issued certificate.</p> <p>Also, if desired by Dy. Conservator, <b>NMPA</b>, a fresh Bollard Pull test should be conducted. Bollard Pull test shall be at the cost of the operator in the presence of the IACS Classification Society Surveyor and Port Representative within the Port premises. <b>Bollard and Berth will be given free of cost</b>, however the expenses towards arrangement of Surveyor and the gadgets required or any other costs involved for the test would be on operator's account.</p>
32.9	<b>AGE OF THE TUG</b>	<p>Not more than <b>13 years</b> at the time of commencement of contract (As per original <b>Builder Certificate</b> or <b>Class Certificate</b> or <b>Registration Certificate</b>)</p>
32.10	<b>MAIN ENGINE</b>	<p>Twin engines with independent remote control operation or similar flexible arrangement. IC engines operating on Diesel in compliance with SOLAS and MARPOL requirement.</p> <p>The main engine of the tug should be of reputed make for trouble free operation continuously with easy availability of spares.</p>

32.11	<b>EXTERNAL FIRE FIGHTING SYSTEM</b>	For external firefighting, either Diesel driven Fire pump or Engine coupled fire pump (Capacity-Min. 1200 CUM/Hr.) with dual purpose fire monitors on monkey island or bridge or under bridge deck, sufficient fire protection system etc. Suitable Foam Compound with a minimum of <b>2,000 Ltrs.</b> shall be made <b>available throughout the contract period.</b> The compound has to be replaced at the contractor's cost after expiry period of the foam. However, in case of use of the same foam by the Port for any firefighting activities, same shall be replaced on <b>Port's account.</b> The Tug should be ready for firefighting at all times.
32.12	<b>SPEED</b>	About <b>12 knots</b> continuous with full power and under normal weather conditions.
32.13	<b>TOWING ARRANGEMENT</b>	<p>Quick release tow hook/towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch. However, for tugs with stern propulsion there should be a towing winch at forward so that the tug's rope can be passed to the ship and adjusted when required. For cycloidal tugs the same arrangement should be at aft. <b>Also necessary arrangement to be made available for towing channel marker buoys for routine maintenance works.</b></p> <p>The Operator shall supply and keep onboard minimum of two nos. suitable line adequate for pull back operation at SPM and also of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. <b>A copy of the test certificate shall be submitted to the Port for verification at the time of taking over the tug on hire</b> and subsequently whenever the same is required. The certificate should not be more than <b>6 months old</b> at the time of commencement of contract and the certificate to be renewed periodically as per rules.</p> <p><b>The tug should have side towing facility.</b></p>

<b>32.14</b>	<b>COMMUNICATION</b>	Minimum 2 Nos. of VHF International Marine frequencies.
<b>32.15</b>	<b>BRIDGE</b>	All major equipments should have Emergency/ supplementary control from Wheel House.
<b>32.16</b>	<b>NAVIGATIONAL EQUIPMENTS</b>	Marine Radar, Echo sounder, Search Light, G.P.S., AIS- Class A, Navtex, VHF DSC etc. Any other equipments as per statutory requirement.
<b>32.17</b>	<b>MANNING</b>	Tug must be manned as per <b>Statutory Requirements</b> . The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator including <b>berthing / unberthing, firefighting, SPM operations (about 10 nautical miles from shore), towing buoys and saving life &amp; property etc.</b> round the clock (24 hours a day) and throughout the contract period of <b>seven years</b> .
<b>32.18</b>	<b>WORKING HOURS</b>	Working hours for the tug is round the clock on all days.
<b>32.19</b>	<b>SAFETY DEVICES</b>	Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.
<b>32.20</b>	<b>REGISTRATION</b>	Under the <b>Merchant Shipping Act, 1958</b> <b>Tug should be Indian Flag Vessel</b>
<b>32.21</b>	<b>CLASSIFICATION</b>	Tug should be classed under any member of IACS.
<b>32.22</b>	<b>FREE BOARD</b>	Maximum 3 Metres, in way of push/pull location, Push area to be of round curvature
<b>32.23</b>	<b>O.S.D (Oil Spill Dispersant)</b>	<b>O.S.D. 1,000 litres</b> with suitable dispersant tank and spraying Booms/ Arms on both sides of the Tug.
<b>32.24</b>	<b>DIESEL GENERATORS</b>	Minimum 02 Nos. of DG Sets of adequate capacity
<b>32.25</b>	<b>FENDERS</b>	Tug shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.

32.26	<b>PILOT LANDING PLATFORM</b>	Tug should have suitable and safe boarding/landing platform for Pilot transfer on to the vessel.
32.27	<p><b>Recent SOP by Ministry of Ports, Shipping &amp; Waterways is applicable for this Tender</b> (Refer: OM dated 15-09-2020 from Govt. of India, Ministry of Shipping).</p> <p>The tugs to be provided should either be:</p> <p>a) <b>Built in India</b> as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of Ports, Shipping &amp; Waterways (or)</p> <p>b) <b>Indian flagged</b> on or before 15/01/2021 as per OM dated 20/10/2021 from Govt. of India, Ministry of Ports, Shipping &amp; Waterways</p> <p>In case bidder is not able to fulfill the above mentioned criteria, then the bidder may offer an <b>substitute tug</b> as per <b>Tug requirements</b> within the specified delivery period of <b>30 days</b>, on the condition that the Tug initially offered is <b>substituted with an Indian built tug</b> as per the <b>ASTDS</b> not later than <b>18 months</b> from the date of commencement of the charter, failing which the party shall attract penalty <b>50% of hire charges per day</b> for another <b>02 months</b>. After <b>20 months</b> (18 months for building new vessel + 02 months penalty period) <b>contract shall be terminated</b> and the <b>Security Deposit will be forfeited</b>. Such defaulting parties shall thereafter debarred from participation in further tenders for chartering of any type of vessel for all Ports under the <b>Ministry of Shipping</b>.</p> <p>Fuel consumption of <b>substitute tug</b>, will be considered as per declared fuel consumption of the proposed tug (<b>Annexure-8</b>). If the fuel consumption of the <b>substitute tug</b> is found above the declared consumption, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing <b>highest market rate in the particular month</b>.</p>	

32.28	<p><b>MOU / Charter Hire Agreement in case of not owning the Tug</b></p> <p>In case the bidder does not own the Tug at the time of submission of bid, the bidder should submit <b>Charter Hire Agreement /MOU</b> from the concerned party from whom he intends to hire / own the Tug. The <b>Charter Hire Agreement /MOU</b> for hire / purchase should be submitted along with <b>Technical bid</b> in a non judicial stamp paper (Rs.100) duly signed by both the bidder and the concern party mentioning that the Tug is hired / purchased exclusively for NMPA.</p>
32.29	<p><b>MOU / Agreement in case of New Built Tug</b></p> <p>In the case of <b>new built tug</b> (as per Clause No. 32.27 of GCC) bidder shall submit <b>MOU / Agreement for New Built Tug</b> in a non judicial stamp paper (<b>Rs.100</b>) between the bidder and the shipyard confirming arrangement for construction of tug meeting the specification of ASTDS within <b>Ten (10) days</b> from the date of issue of work order. However, bidder should submit the following along with <b>Technical bid</b>:</p> <ol style="list-style-type: none"> <li>a) An <b>UNDERTAKING</b> stating that substitute tug and new built tug will be deployed for operation within the specified mobilization period.</li> <li>b) <b>Technical details of new tug in Annexure -7.</b></li> <li>c) <b>Technical details of substitute tug in Annexure -7.</b></li> <li>d) <b>Fuel Consumption of the new tug in Annexure -8.</b></li> </ol> <p><b>In case of new built tug</b>, the successful bidder shall commence the job by deploying <b>SUBSTITUTE TUG</b> within <b>30 days</b> from the date of issue of work order. If the contractor fails to comply with above, Penalty will be imposed as per <b>Clause No. 49 (B) of GCC.</b></p>
32.30	<p><b>TUG UNDER CONSTRUCTION</b></p> <p>In case the Tug is under construction at the time of submission of bid, the bidder should submit <b>MOU / Agreement</b> from the builder from whom he intends to buy a new build Tug. The <b>MOU /Agreement</b> should be submitted along with <b>Technical bid</b> in a non judicial stamp paper (<b>Rs.100</b>) duly signed by both the bidder and the concern party mentioning that the <b>Tug</b> is built exclusively for NMPA.</p>

### 33 SERVICE REQUIREMENT

The vessel to be used for all lawful maritime activities as directed by Deputy Conservator including **berthing / unberthing, firefighting, SPM operations (about 10 nautical miles from shore), towing buoys and saving life & property etc.** round the clock (24hours a day) and throughout the contract period of **seven years.**

### **34 MASTER TO EXECUTE PORT'S INSTRUCTION**

(A) The Master to execute the Port's instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The Master to be under the order of the Ports as regards deployment, agency or other arrangements. The Operator to indemnify the Port against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers

(B) If the Port Authority have the reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

### **35 MAINTENANCE AND OPERATION**

The Operator shall maintain the vessel with adequate spare parts for maintaining in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the vessels with valid certificate of classification/ and with other required certificates in force at all times.

The operator to maintain all the equipments fitted on board as per classification society requirements. Spares and consumables like paints, lubeoils etc. would be on operator's account. SURVEY: The operator to maintain the Certificates as per Statutory requirements at contractor's cost.

The Port shall have the use of all outfit, equipment, and appliances on board the vessel at the time of delivery. The Operator shall from time to time during the hire period replace such items of equipments as shall be so damaged or worn out as to be unfit for use. The Operator shall carry out all repairs or replacements of any damaged, worn out or lost parts of equipments be effected in such manner (both as regards as workmanship and quality of materials) as not to diminish the value and efficiency of the vessel.

### **36 OFFICE SPACE**

The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates.

### **37 DAMAGE TO TUGS**

The Port will not be responsible for any damage suffered by the tug due to failure of the tug or errors of the Tug Master and crew or any reason whatsoever. The Operator shall have to replace the tug with a Tug of **suitable type and capacity or higher** in case of obsolescence or damage due to faulty operation.

## 38 INSURANCE

The Insurance of the vessel including the staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from IRDA approved Insurance company. The contractor is required to take the following policies/ coverage:

- (1) All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with “ITC Hull Clause” with Earthquake, War, SRCC extension.
- (2) Protection & Indemnity policy cover to be taken by the contractor which covers:
  - a Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.
  - b Third Party liability towards death / bodily injury as well as property damage.
  - c Wreck Removal
  - d Accidental Pollution Liabilities.
- (3) Standard Workmen’s compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.
- (4) CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&I Policy. However if the port provide office inside wharf area / anywhere within confines of the port as per GCC Clause 36, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).

During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non availability of tug) and penalty will be levied as per Clause No. 49 (C) of GCC, in addition to non payment of hire charges. At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.

## 39 CREW WAGES

The Operator shall pay the wages to the crew engaged by them.

#### **40 JOINT INSPECTION FOR ACCEPTING THE TUG FOR SERVICE:**

- On the date of commencement of service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.
- A Joint Inspection will be carried out at **New Mangalore Port Authority** before the tug is accepted for service in the Port to assess the condition, capability and performance of the tug and the quantity of fuel, fresh water and OSD on board.
- The tug will be declared **ON-HIRE** from the time, the Dy.Conservator declaring after pursuing the report of Joint survey and verification of all the relevant certificates viz., various documents, Registration certificate, Bollard Pull test certificate, Insurance certificate, classification certificates, record of safety equipment, other statutory certificates, test certificate of rope, list of crew and site staff etc. and satisfy the Port of all other requirements.
- The Bunker survey will be carried out in the presence of Marine Surveyor to assess the quantity of fuel, fresh water and OSD on board.
- The cost of the quantity of liquids (fuel & fresh water) remaining on board (ROB) at the time of end of the contract would be reimbursed by the Port and the operator respectively as per the price prevailing at Mangalore.
- **For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.**

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

On-hire and off-hire survey charges shall be borne by the Operator. The operator shall arrange a certified Marine Surveyor for On-hire and off-hire survey at their cost.

#### **42 EXPENDITURE DUE ON OPERATOR'S ACCOUNT**

All operational costs including wages, (Minimum Wages Act or any other Act if applicable) allowances, victualling Insurance, (personnel, Hull and machinery, protection and indemnity) will be borne by the Operator. The expenses for repairs, periodical/mandatory survey and other requirements to keep the tug operational will be to the Operator's account and the period during the absence of the tug from duty or inability of tug to perform due to above or any other reasons, will result in non payment of hire charges for a period the tug has not been made available to the Port Authority, on pro-rata basis and will be regulated with applicable penalty.

### **43 OPERATOR TO PAY ALL CHARGES**

- A** Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and /or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- B** Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.
- C** Provisions, wages as per Minimum Wages Act, ESI Act if applicable etc., shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- D** **Maintaining** Deck, cabin and engine room stores.
- E** Adequate No. of towing ropes tested and certified.
- F** Fumigation and derratisation exemption certificate.
- G** All customs/Import duties.

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

#### **A SUPPLY OF FUEL (LSHFHSD), FRESH WATER:**

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

#### **B SHORE ELECTRICITY POWER**

Shore Electricity power and fresh water for running of the Tug will be supplied by the Port Authority on **Port's account**.

**Operator should provide necessary cable / plugs, etc. for the electricity connection.**

In case, the shore supply is not available, the operator can use their auxiliary engine for the power source and fuel cost will be paid by the Port as per the consumption submitted by the contractor.

#### **45 MAINTENANCE OF LOG BOOK**

- (A) Log Book should be maintained by the Operator and made accessible to Port and written in English.
- (B) The Port Authority or their representatives will give the master all instructions in English and the Master and the Engineer to keep full and correct logs. The log book shall be checked and certified by the Port or their representative.

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

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

#### **47 DOWN TIME**

The Operator shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the tug. The downtime of **12 days** will be credited in the beginning of each **contractual year**. The Operator can avail a maximum accumulated down time up to **6 days** at any point of time during the currency of the contract to carry out any work/repair. If the downtime exceeds **6 days**, the Operator shall provide alternate tug of **suitable type and capacity or higher** for operation from the **7th day** on his own account. Daily hire charges for down time period shall be paid and at any time, if the contract is terminated / closed downtime shall be computed on prorated basis. If excess is given shall be recovered.

However, the Operator must take prior permission of the Deputy Conservator, New Mangalore Port Authority before laying up the tug to carry out any maintenance work.

**During the permissible downtime, charter rate will be paid. Accumulated downtime at the end of contract will lapse and no payment will be made.**

## **48 SUBSTITUTE TUG (DURING THE CONTRACT PERIOD AFTER SUPPLY OF MAIN TUG)**

The operator shall provide a substitute tug of **Suitable type and capacity or higher** from **7th day** onwards, whenever the TUG is not available beyond its accumulated allocated down time of **6 days**.

## **49 PENALTY**

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

As per Work Order issued, the successful bidder shall commence the job within **30 days** from the date of issue of work order. If the contractor fail to **comply the date**, the Penalty will be imposed **@ Rs.1,94,000/- per day + GST** or part thereof for the delayed period till **60 days (penalty period)** beyond 30 days. After completion of **60 days** of penalty period, the contract/s shall be liable to be cancelled and the EMD / performance guarantee will be forfeited.

### **B PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT INCASE OF NEW BUILT TUG**

**In case of new built tug**, the successful bidder shall commence the job by deploying **substitute tug** within **30 days** from the date of issue of work order. If the contractor fail to **comply the date**, the Penalty will be imposed **@ Rs.1,94,000/- per day + GST** or part thereof for the delayed period till **60 days (penalty period)** beyond **30 days**. After completion of **60 days** of penalty period, the contract/s shall be liable to be cancelled and the EMD / performance guarantee will be forfeited.

### **C PENALTY ON NON AVAILABILITY OF TUG**

The operator shall provide a substitute tug of suitable type and capacity or higher from **7th day** onwards, whenever the Tug is not available beyond its accumulated down time of **6 days**.

In case, contractor is not able to provide Tug as per the contract, he has to provide a suitable substitute TUG as per **Clause No. 48 of GCC** above.

**If substitute TUG of suitable type and capacity or higher is not provided** after availing **6 days** of down time, penalty as follows will be imposed.

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

- If the TUG is not available up to 30 minutes, there is no penalty. If non-availability continued beyond 30 minutes, then it will be considered as **ONE FULL HOUR**.
- One hour and part thereof will also be considered as full hours i.e if the Tug is not available for 1 hour 20 minutes, then non availability will be considered as 2 hours and so on.
- In case of non availability for 1 hour, 2 hours and so on, hire charges will be deducted on pro-rata basis.

**However, if the contractor is not providing a TUG as per the contract even after a lapse of 36 days (6 days down time + 30 days penalty duration), the contract is liable to be terminated.**

#### **D PENALTY FOR LESSER BOLLARD PULL**

In case of dispute, the Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period at contractor's cost. In case Bollard Pull falls below **50 Tonnes**, a penalty equivalent to **2% of the charter rate** per day for each tonne or part tonne loss of Bollard Pull will be levied. **However, if, Bollard Pull falls below 46 Tonnes, the Port reserves the absolute right to terminate the contract forthwith.**

#### **50 ALCOHOLIC LIQUOR OR DRUG**

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

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

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

## 52 PRICE BID EVALUATION:

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

<b>Charter hire rate per day</b> <b>(Basic rate excluding GST)</b>		<b>= X</b>
Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour	<b>Y1</b>	<b>= Y</b>
Fuel consumption of Main Engine No.2 at 100% MCR in Lit/Hour	<b>Y2</b>	
Fuel consumption of DG Engine at 100% MCR in Lit/Hour	<b>Y3</b>	
<b>Daily rate (Evaluated Bid Price)</b>	<b>= X + {(Y x 8) x C}</b>	

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

**The bidder has to declare the fuel consumption per hour (Y) of Tug at 100 % MCR (Maximum Continuous Rating) in Annexure-8.** The bidder have to submit **ENGINE MANUFACTURER'S DATA** (shop trial) authenticating their quoted fuel consumption @100% MCR for both Main engine & Auxiliary engine.

During the course of chartering, if the fuel consumption of the tug is found above the declared consumption per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing **highest market rate in the particular month.**

## 53 FUEL CONSUMPTION

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

## 54 ADDRESS

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

## **55 CANTEEN FACILITIES**

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

**56** In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

**57** The Port Authority reserves the right to **cancel the contract** without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non satisfactory performance / deviation from tender conditions, in execution of contract as per **clause No.4 of GCC**.

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

## **59 FALSE INFORMATION**

a) In case any of the information furnished by the bidder is found to be wrong / false **during scrutiny**, Bid shall be disqualified & rejected.

b) In case any of the information furnished by the bidder is found to be wrong / false **during contract period**, contract will be terminated and performance security will be forfeited.

**60** The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the contractor or any Sub contractor.

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

Signature of the bidder with stamp

## Annexure -1

### Bidder Information Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Authorised Signatory)

Company Seal:

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

## Annexure -2

### MINIMUM QUALIFICATION CRITERIA OF BIDDERS

<b>1.</b>	<b>List of all Completed Contracts during the last TEN (10) years similar in nature ending on last day of month previous to the one in which tenders are invited as per NIT c-ii:</b>				
Sl. No.	Nature of Work	Total value (in INR)	<b>Contract Period</b>		Name & address of clients
			From	To	
<b>a)</b>	<b>Work Order for each completed work is to be enclosed.</b>				
<b>b)</b>	<b>Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total Contract Amount (exclusive of GST and fuel cost) in INR.</b>				
<b>ONGONG CONTRACTS: Completed portion of ongoing contract will be considered. The Bidder shall submit a SATISFACTORY WORK COMPLETION CERTIFICATE for the completed period of contract from its client stating the value of contract.</b>					

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

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

**UNDERTAKING**

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“HIRING OF 1 NO. 50T BP TUG FOR A PERIOD OF 7 YEARS”** have not been altered, in any form by us.

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

## Annexure -4

### Bankers Details for E Payment

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

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

## Annexure -5

### COVERING LETTER

No.....

Date:.....

To

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

Dear Sir,

**Sub:** Submission of Technical Bids

**Ref:** Tender No **NMPA/ME/PORT CRAFTS/2020/209** dated .... for “Hiring of 1 No.  
50T BP Tug for a period of 7 years”

Please find attached herewith the following enclosures

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

Place:

Date:

Signature:

Seal:

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

## Annexure -6

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

### FORMAT OF POWER OF ATTORNEY

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

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

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

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

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“HIRING OF 1 NO. 50T BP TUG FOR A PERIOD OF 7 YEARS”**. Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

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

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

## Annexure -7

### TECHNICAL SPECIFICATION OF TUG

Sl. no	Description	
1	Name of the Tug	
2	Owner of the Tug	
3	Overall length ( LOA)	
4	Breadth	
5	Draft	
6	Certification	
7	Type of Propulsion	
8	Bollard Pull	
9	Year of Built	
10	Main Engine details	
11	External Fire fighting System	
12	Speed	
13	Towing arrangement	
14	Communication	
15	Bridge	
16	Navigation equipments	
17	Manning	
18	Safety Devices	
19	Registration	
20	Classification	
21	Freeboard	
22	OSD (Oil Spill Dispersant)	
23	Diesel Generators	
24	Fenders	
25	Pilot Landing Platform	

**The specification of the Tug for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity as per **Clause No. 32** of GCC.**

COMPANY SEAL with date

SIGNATURE OF BIDDER

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

**FUEL CONSUMPTION OF TUG**

		Lit / Hour
Total Fuel Consumption of Main Engine No.1 @ 100% MCR in Lit/Hour	= Y1	
Total Fuel Consumption of Main Engine No.2 @ 100% MCR in Lit/Hour	= Y2	
Total Fuel Consumption of DG set @100% MCR in Lit/Hour	= Y3	
<b>GRAND TOTAL (Y1+Y2+Y3)</b>	<b>=Y</b>	

**Note:**

- 1. At present LSHFHSD is being used by Port Crafts**
- 2. “Blank spaces are to be filled up without any alterations to the format”, failing which your bid liable to be rejected.**
- 3. The bidder have to submit Engine Manufacturer’s Data authenticating their quoted fuel consumption @100% MCR for both Main engine & Auxiliary engine.**

COMPANY SEAL with date

SIGNATURE OF BIDDER

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

**Annexure -9**

**JOINT BIDDING AGREEMENT  
(IN CASE OF CONSORTIUM)**

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

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

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

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

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

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

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

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

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

**SIGNED SEALED & DELEVERED**

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

**SIGNED SEALED & DELEVERED**

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

**Annexure -10**

**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 \_\_\_\_\_

## Annexure -11

# JOINT VENTURE PARTNER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>1. Bidder's Legal Name:</b> <i>[insert Bidder's legal name]</i>
<b>2. JV's Party legal name:</b> <i>[insert JV's Party legal name]</i> <b>JV's Lead Partner's legal name:</b>
<b>3. JV's Party Country of Registration:</b> <i>[insert JV's Party country of registration and details of registration]</i>
<b>4. JV's Party Year of Registration:</b> <i>[insert JV's Part year of registration]</i>
<b>5. JV's Party Legal Address in Country of Registration:</b> <i>[insert JV's Party legal address in country of registration]</i>
<b>6. No. of firms/partners in the Joint Venture, their Address and percentage of shares held by each firm/Partner and proof for the shares held to be submitted.</b>
<b>7. JV's Party Authorized Representative Information</b> Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
<b>8. Attached are copies of original documents of :</b> <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document. <input type="checkbox"/> <u>PAN Number</u> <input type="checkbox"/> <u>Sales Tax/ VAT registration number</u> <input type="checkbox"/> <u>Service Tax Registration Number</u> <input type="checkbox"/> <u>Any other documents required for statutory compliance</u>

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**DECLARATION**

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

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

**DECLARATION**  
**(Inc case of Proprietorship firm)**

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

Company seal with Date

Signature of Proprietor of the Company

**SPECIMEN FORM OF CONTRACT AGREEMENT**

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

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

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

BETWEEN

(1) *The Board Members of the **New Mangalore Port Authority**, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Major Port Trust Act, 1963 as Amended thereafter, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**"),*

and

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

WHEREAS the **PORT** invited Tenders against tender **no.....** for execution of **“HIRING OF 1 NO. 50T BP TUG FOR A PERIOD OF 7 YEARS”** viz., and has accepted a Tender by the **Contractor** in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST ] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS

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

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

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

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

**For and on behalf of the PORT**

**For and on behalf of the Contractor**

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

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

in the presence of [insert identification of  
official witness]

in the presence of [insert identification of  
official witness]

## Form -2

### SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

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

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

1. In consideration of the Board Members of the Port of **New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of **New Mangalore Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No \_\_\_\_\_ date \_\_\_\_ made between the BIDDERS and the Board for execution of \_\_\_\_\_ covered under Tender No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Authority** an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, \_\_\_\_\_ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and

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

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

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

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

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

Date day of 20

Signature

For (Name of Bank)  
(Name)

**INDEMNITY BOND**

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

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

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

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

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

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

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

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

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

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

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

Station:  
Date :

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

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

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

**UNDER TAKING**

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

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

Place:  
Date:

Signature:  
Seal:

## Form -5

### Specimen Bank Guarantee Form for EMD

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

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

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

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

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

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

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

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

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

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

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

**“Notwithstanding anything contained herein:**

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

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

*[signature(s)]*

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

# PRE CONTRACT INTEGRITY PACT

## General

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

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

### **3.0 Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

#### **4.0 PREVIOUS TRANSGRESSION**

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

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

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

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

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

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

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

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

## **6.0 Sanctions for Violations**

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

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

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

## **7.0 Fall Clause**

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

## **8.0 Independent Monitors**

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

## **9.0 Facilitation of Investigation**

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

## 10.0 Law and Place of Jurisdiction

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

## 11.0 Other Legal Actions

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

## 12.0 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

BUYER/EMPLOYER  
Name of the Officer and Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

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

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

Witness

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

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

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

## Address of IEMs

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

# BOQ - PRICE SCHEDULE

<a href="#">Validate</a>	<a href="#">Print</a>	<a href="#">Help</a>	<u>Item Rate BoQ</u>			
<b>Tender Inviting Authority: Deputy Conservator, Marine Dept., New Mangalore Port Authority</b>						
<b>Name of Work: Hiring of 1 No. 50T BP Tug for a period of 7 years</b>						
<b>Contract No: NMPA/ME/PORT CRAFTS/2020/209 DATED 21-11-2022 e-tender No. 2022_NMPT_724613_1</b>						
<b>Name of the Bidder/ Bidding Firm / Company :</b>						
<b><u>PRICE SCHEDULE</u></b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE per Day In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	HIRE CHARGES					
1.01	CHARTER HIRE RATE PER DAY (BASIC RATE EXCLUDING GST)	1.000	Day		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			

**Note:**

- GST will be paid as applicable.
- **The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.**
- Price bid evaluation will be as per **Clause No.52** of **GCC**.

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

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

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