



नव मंगलूर पत्तन प्राधिकरण NEW MANGALORE PORT AUTHORITY
यांत्रिक विभाग MECHANICAL ENGINEERING DEPARTMENT,
पणंबूर, मंगलूर-५७५०१० Panambur, Mangaluru- 575010.

Phone: 0824- 2887777/2887706/2887753.



No. 2/25/2023-24/EE(M)II/TS(LMV-I)

Date:9.11.2023

To:

-Prospective bidders-

Sir,

Sub:Budgetary offers requested for "HIRING OF 07 NOS. BOLERO OR EQUIVALENT VEHICLES AND 04 NOS. TATA INDICA OR EQUIVALENT HATCH BACK CARS FOR DEPARTMENTAL USE AT NMPA FOR 03 YEARS"- Reg.

New Mangalore Port Authority intends to hire 07 NOS. BOLERO OR EQUIVALENT VEHICLES AND 04 NOS. TATA INDICA OR EQUIVALENT HATCH BACK CARS FOR DEPARTMENTAL USE AT NMPA FOR 03 YEARS on monthly hire basis (All Taxi/Tourist registered & Model not earlier than January 2021). The minimum Terms & Conditions for Hiring is as below / enclosed as Annexure-A.

You are requested to furnish your lowest Budgetary quotation for subject Hiring in the below mentioned format inclusive of all charges excluding EPF, ESI & GST. The due date for submission of budgetary quotation is on or before 15.11.2023 at 15.30 hrs.

Lot No.	Type of vehicle, Make, Duty Hours, Kms and Model	Qty.	Monthly rate per vehicle		Extra rate per Km. per vehicle.	
			Rs.	Ps.	Rs.	Ps.
1.	Monthly hire charges for Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater Taxi) for 2400 kms. run per month per vehicle on 24 hrs. duty (06:00 to 06:00 hrs next day.) as instructed by the controlling officer. Model: Not earlier than January 2021. Rate Excluding EPF,ESI & GST.	5 Nos.				
2.	Monthly hire charges for Mahindra Bolero Non A.C or equivalent make Vehicles (Minimum 6+1 seater Taxi) for 1300 kms. run per month per vehicle on 12 hrs. duty as instructed by the controlling officer. Model: Not earlier than January 2021. Rate Excluding EPF,ESI & GST.	01 No.				

3.	Monthly hire charges for Mahindra Bolero Non A.C. or equivalent make Vehicles(Minimum 6+1 seater Taxi) for 1600 kms. run per month per vehicle on 12 hrs. duty as instructed by the controlling officer. Model: Not earlier than January 2021. Rate Excluding EPF,ESI & GST.	01 No.		
4.	Monthly hire charges for Tata Indica or equivalent make Hatch back type Non A.C Car cars (i.e TATA Indica/Bolt/Tiago/Punto/ Etios Liva/Swift/Polo or equivalent make) for 1300 kms. run per month per vehicle on 12 hrs. duty as instructed by the controlling officer. Model: Not earlier than January 2021 Rate Excluding EPF,ESI & GST.	04Nos.		

- Tentative Period of contract: 01.01.2024 onwards.
- Terms and conditions- As per Annexure- A enclosed.

Thanking you,

Yours faithfully,



(SRINGESWARA N.S)

Superintending Engineer (Mechl.),NMPA.

29/11/2023

अधीक्षक अभियंता (यांत्रिक)
Superintending Engineer (Mech.)
नव मंगलूर पत्तन प्राधिकरण
New Mangalore Port Authority
पणंबूर, मंगलूर - ५७५०१०
Panambur Mangalore - 575 010 D K

Annexure -A

TERMS AND CONDITIONS

1. The Year of Manufacturer of the vehicles supplied **shall not be earlier than January 2021** and must have valid taxi/tourist permit.
 - a) For Lot No. 1, 2 & 3 : Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater Taxi).
 - b).For Lot No. 4: Tata Indica or equivalent make **Hatch back type** Non A.C cars (i.e TATA Indica/Bolt/Tiago/Punto/Etios Liva/Swift/Polo or equivalent make).
2. The hired vehicles shall be used by the Officers for their official works in and around NMPA, Mangaluru including conveying materials.
3. The quoted hire charges shall remain firm and fixed for the entire period of contract. The Tentative period of contract is with effect from 01.01.2024 onwards and can be extended if required by Port only for 01 or 02 years at same rate, terms & conditions on mutual consent on satisfactory performance by the contractor in the previous years. All the vehicles under this contract shall be supplied by the bidder within 07 days from the date of issue of LOA/Work order.
4. The vehicles are required everyday including Sundays, holidays and as per the requirement of Officers to whom the vehicles are allotted. The vehicles shall be allocated according to the Port's needs from time to time. The trip sheets shall be closed by the Officers concerned for whom the vehicle is allotted. The trips are to be made based on the instructions given by the Controlling Officers of the vehicle concerned from time to time. First aid medicines shall be kept in the vehicles always.
5. The Tenderer shall be responsible to comply with all requirements of various labour and commercial laws and rules applicable to this contract.
6. The Tenderer shall comply with all the labour and industrial laws applicable for performance of this contract. The Tenderer shall be responsible to pay all taxes, charges and duties prescribed for operation of the vehicles within the state of Karnataka. NMPA will not reimburse any taxes, levis, tolls & duties other than the ESI, EPF contribution of employer & GST as per prevailing rates during the period of contract. GST will be paid only if the Tenderer has furnished the notarized copy of GST registration certificate issued by the GST authorities.
7. The Vehicles should be in good running condition. The Tenderer should renew/maintain valid certificate of fitness, insurance, Certificate of registration,



Permit, Certificate of Tax, Emission test certificate or any other necessary certificates issued by the Competent Authority. The Tenderer should replace the vehicles which are not roadworthy. If the Tenderer fails to comply with the above, any consequences arising shall be the responsibility of the Tenderer.

8. In case of any accident caused to any person including the Tenderer's or Port's workmen or damage to any property in the course of the execution of the contract, the Tenderer will be solely responsible for payment of Compensation, Medical aid, etc. In case, the Tenderer fails to pay the compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the Tenderer. The Tenderer shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the NMPA against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. NMPA shall not have any connection whatsoever in this connection against any proceedings/actions by any Government/Departments of Governments, etc.
9. In case the Tenderer desires to substitute any of such vehicles he should submit the concerned documents of the vehicle along with written request and obtain prior approval from SE(M) or EE(M). Permission shall be given to substitute only those vehicles which strictly confirms to the Tender conditions / specification.
10. Payment of Wages: Payment of wages to the persons engaged by the Tenderer shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Tenderer, for more than one shift they shall be paid, overtime at applicable rates.
 - (i) The Tenderer shall submit every month bill in duplicate duly indicating the monthly abstract of kms. run to the respective officers to whom the vehicles are allotted.
 - (ii) The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills.

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- (iii) Wages, Overtime etc. paid shall be entered in personnel register
- (iv) The minimum wages per day applicable as on 01.10.2023 as per Minimum Wages Act, 1948 for driver is Rs. 832 /- (Rupees eight hundred and sixteen only) since the driver comes under skilled category.

The wages are normally revised by the Asst. Labour Commissioner (Mangalore) once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the Tenderer for reimbursement after payment to the workers.

11. The concerned / controlling officers i.e. vehicle user officer/division will arrange 100% payment within 15 days from the date of submission of monthly bills along with the required documents. Also the Tenderer has to submit the receipt of ESI and EPF contribution paid to their staff and extract of wage payment Register for the month for which the Tenderer submits the bill, as documentary evidence.

12. Each extra k.m run beyond the specified limit of vehicle will be paid extra at the rate quoted as per the extra rate per Km per vehicle for every additional Km run over and above the normal prescribed Km per month per vehicle. Extra hour beyond the specified prescribed 12 hours per day shall be paid @ pro-rata basis per hour of Minimum wage rate applicable on that day in monthly bills.

But, either extra hour charge or extra kms cost any one is payable whichever is higher for all vehicles except PRO section vehicle(Lot No.3).

For vehicle deployed for PRO section(Lot No.3) both extra kms & extra hours charges shall be payable.

13. Charges for escalation in fuel prices will be paid or deducted as the case may be due to changes in the diesel/petrol prices by the Govt. or the companies according to the Formula-

$$\begin{aligned} \text{Increase or Decrease in monthly rate per vehicle} = & \text{Increase or decrease in price} \\ & \text{of fuel per litre to the base} \\ & \text{rate X Total Kms Run in a} \\ & \text{month per vehicle} \\ & \text{-----} \\ & \text{10 kms per Litre for Bolero equivalent or} \\ & \text{13Km for petrol driven car or 18 km for} \\ & \text{diesel driven car or 23 for CNG driven car} \end{aligned}$$

$$\begin{aligned} \text{Increase for extra Km run, rate per vehicle} = & \text{Increase or decrease in price of fuel} \\ & \text{per litre to the base rate X Total extra} \\ & \text{kilometer in a month per vehicle} \end{aligned}$$



10 kms per Litre for Bolero equivalent or
13Km for petrol driven car or 18 km for
diesel driven car or 23 for CNG driven car

Note: 1. Base rate of Petrol, diesel & CNG is as on 09.11.2023.

2. The lowest rates of diesel or petrol or CNG prevailing for the month shall be considered for Calculating the escalation in fuel prices for respective monthly bill.

14. In case the contract is awarded and the successful Tenderer does not commence the hiring within the time indicated in the order or within the extended period (if any as decided by the competent authority, NMPA,) then the Earnest Money Deposit will be forfeited. In this case, if the Tenderer had submitted MSME/NSIC certificate , then he shall be debarred for a period of 3 years from participating in NMPA tenders.

15. PERFORMANCE SECURITY for a sum equivalent of 10% of the total contract value (based on the number of vehicles ordered) including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of 06 years plus Six Months claim Period. Thereafter, the total Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per tender clause. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period. The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

Note:- 1. The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

16. In the event of any breakdown/repair of the operating vehicles, an alternate vehicle shall be provided within 2 hours. **Any failure** on the part of the Tenderers to **provide the alternate vehicle**, the Tenderer is liable for **penalty of Rs.2000/- per vehicle per**



day. Apart from the penalty, a **pro-rata deduction for that day** will be deducted from the Tenderer's bill. The alternate vehicle provided by the Tenderer can be of any model but, the Tenderer has to provide the same category of vehicle within 01 day from the date of breakdown, else penalty as stated above, shall be levied. Further, the vehicle shall be repaired and given back to NMPA within 10 days, failing which a same model and year of manufacture vehicle, as per tender condition shall be provided by the Tenderer.

If the alternate vehicle supplied by the Tenderer is **not in acceptable condition**, no payment shall be made to the Tenderer for that day against that vehicle and NMPA shall have the discretion to make alternate arrangements at the risk and cost of the Tenderer. Condition of the vehicle will be checked by an officer of Auto garage Sub Divn. and his decision about condition of the vehicle is final.

17. NMPA at its discretion may increase/decrease the number of vehicles to be hired from a Tenderer at the same rates, terms & conditions. The Tenderer shall supply such vehicles within 07 days from the issue of additional work order.
18. In the event of continued unsatisfactory performance or non-compliance with any of the provisions of this contract, NMPA reserves the right to cancel the contract and forfeit the Security Deposit by giving 30 days notice. On forfeiture of Security Deposit and while imposing any penalty applicable GST will be collected from the Tenderer.
19. In the event of any non-requirement of vehicle/s or any vehicle being unutilized/underutilized during the currency of the contract, same vehicle/vehicles shall be surrendered, thus closing the contract of those vehicles, after giving 30 days notice to the Tenderer.
20. If any additional vehicle is required for a period of not less than one month, the contractor shall supply such vehicles at the same rates, terms and conditions.
21. The Tenderer shall park the vehicles at NMPA premises while on NMPA duty at his risk and cost. Place of parking of vehicles will be provided either in the Port's Administrative Office building premises or any other location as instructed by the controlling officers depending upon the reporting place of vehicles. After the duty hours, the Tenderer may park the vehicle at his premises or any other location as per his convenience. The Port Trust shall not be responsible for any loss or damage caused to the vehicle/vehicles while parked in the Port premises. Recoveries will be

- made at applicable rates of Port from the Tenderer's bills, if contract vehicle causes damages to Ports property. The vehicles will be stationed in the Port's Administration Building Premises (or) in any other location of the Port as may be decided by the controlling officer from time to time. The Tenderer shall also give details of all the Drivers like Name, Permanent Address, License and badge no. etc., if any, duly countersigned by the Tenderer to the controlling officer.
22. Recoveries towards Income tax plus applicable surcharge on Income Tax will be made as per Govt. orders in this respect. Necessary certificate will be issued to the Tenderer. All the applicable statutory recoveries shall be made from the bill.
 23. The Tenderer shall replace such drivers who misbehave with the officers of NMPA or who report for duty under the influence of alcohol or who are not neatly dressed. If the driver doesn't report to duty, the Tenderer shall provide a substitute within one (1) hour, failing which, penalty as per penalty Clause is applicable.
 24. For the vehicles hired for 24 hours duty basis, the Tenderer shall provide 2 (two) drivers on 12 hours basis or 3 (three) drivers on 08 hour basis and payment shall be made accordingly.
 25. The Tenderer should enter in to an agreement as per tender Clause. The first month bill of the contract will be released by the user dept. after the execution of agreement from Tenderer and acceptance of Bank Guarantee towards security deposit.
 26. Then Tenderer shall make arrangement for Necessary Free Port Entry Temporary Passes (as per requirement) and Free Port Entry permanent Passes to the vehicle & drivers. However, RFID card to be purchased from Pass section at tenderers cost.
 27. The Chairman will have full powers to relax any conditions or fix any rate after award of contract to meet any contingencies or hardship for reasons to be recorded in writing.
 28. The **Tenderer** shall comply with the Central, State and Municipal laws/rules and shall **solely responsible**/ complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under and other enactments that may be applicable including ESI, EPF, Payment of wages Act, **the workmen compensation Act** or any other applicable legislations, Municipal laws, or other statutory rules/regulations whatsoever in force and as far as they are applicable.
 29. The above quoted rates shall be inclusive of all expenses such as Fuel, lubricants, maintenance, driver salary, O.T., insurance, road tax, permit, emission testing, F.C,

ESI/ EPF Contribution deducted from Drivers salary, uniforms for drivers any other over heads and profit exclusive of esi, epf contribution of employer, GST. GST, esi, epf contribution of employer at applicable rates will be paid extra subject to production of documentary evidence. The Tenderer shall file the applicable tax & returns within the time and submit the documentary evidence.

30. Vehicles which are owned either by the employees of NMPA or by his /her dependent shall not be engaged for hiring.

31. COURT SUITS:

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the city civil courts of Mangaluru. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction.

32. Welfare Measures - EPF, ESI:

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

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

iii. The EPF & ESI contribution of the employees and immediate employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates. The immediate employers contribution, will be reimbursed to the Tenderer based on the documentary evidences towards remittance made for such increase.

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

<u>Employees Contribution</u>	<u>Immediate Employers Contribution</u>
1) ESI 1.75% of the Wages	4.75% of the Wages
2) EPF 12% of the Wages	13.16% of the Wages

v. The immediate employer's contribution (Tenderer) towards ESI, EPF is the liability of the Tenderer. As such the rate shall be exclusive of ESI & EPF. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Tenderer to the Principal Employer (NMPA).



- vi. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Tenderer is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
33. The Budgetary offers in complete shape and as required above enclosed in a sealed cover super scribed as Budgetary offer for "HIRING OF 07 NOS. BOLERO OR EQUIVALENT VEHICLES AND 04 NOS. TATA INDICA OR EQUIVALENT HATCH BACK CARS FOR DEPARTMENTAL USE AT NMPA FOR 03 YEARS" should reach to this office on or before 15.11.2023 at 15.30hrs. and same will be opened on 15.11.2023 at 16:00 Hrs in the presence of Finance Department representative.

Thanking you,

Your's faithfully,


(SRINGESWARA N.S)

Superintending Engineer (Mechl.),NMPA.

Address for Correspondence:
The Supdt. Engineer (Mechl.),
Administrative Building
2nd Floor, Room No.236,
New Mangalore Port Authority.
Panambur, Mangalore – 575 010.
Ph:- 0824-2887777, 2887753,
Mob:9480600055.

09/11/2023
अधीक्षक अभियंता (यांत्रिक)
Superintending Engineer (Mech.)
नव मंगलूर पत्तन प्राधिकरण
New Mangalore Port Authority
पणंबूर, मंगलूर – ५७५०१०
Panambur Mangalore - 575 010 D K