

**NEW MANGALORE PORT AUTHORITY
MARINE DEPARTMENT**

Phone: 0824 – 2887265
Fax: 0824–2407419
Email: me-section@nmpt.gov.in



PANAMBUR,
MANGALORE – 575 010.
Karnataka

No. NMPA/ME/MOORING/2024/04

Date: 01-08-2024

To,

The Prospective Bidders,

Sir,

Sub: Tender for “Outsourcing Mooring Operations for a period of 03 years” – Realistic Budgetary offer requested - Reg.

Please provide Realistic Budgetary offer for the following in respect of tender for “Outsourcing Mooring Operations for a period of 03 years”.

Description	Rate / unit (₹)	Qty	Total Amount for 03 years (₹)
Present Basic + VDA per day of Mooring Staff (21 persons per day × 1095 days)	₹651 per day	22,995	1,49,69,745/-
Present Basic + VDA per day of Supervisor (3 persons per day × 1095 days)	₹734 per day	3,285	24,11,190/-
Monthly charges for vehicle with driver and fuel for 3 years for 1500 km appx. run per month 24 hrs duty. The vehicle shall have carrying capacity of 8 staff and model not earlier than Jan 2022. (including wages, ESI, EPF of driver)		36 months	
Service Charges per month: The Service Charges shall include contractor’s profit part, all Statutory compensations payable to the staff and cost of PPE to be supplied by the contractor to the staff deployed as detailed below: <u>List of Personal Protective Equipment (PPE) :</u> a) Terry Cotton Industrial type Boiler suits (Orange Colour) with retro-reflector (4 Nos. per person per year × 24 persons × 3 years) - 288 Nos. b) Helmet (per person × 24 persons) - 24 Nos. c) Safety Shoe with socks (2 Nos per person per year × 24 persons × 3 years) - 144 Nos. d) Leather Hand Gloves (2 pairs per person per month × 24 persons × 36 months) - 1728 Nos. e) Cotton Hand Gloves (4 pairs per person per month × 24 persons × 36 months)- 3456 Nos. f) Rain Coat (1 No. per person per year × 24 persons × 3 years) - 72 Nos.		36 months	
Total amount excluding GST			

Terms and conditions:

1 COMMENCEMENT OF CONTRACT

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

2 CONTRACT PERIOD

The contract period is for **03 (three) years** from the date of commencement of contract.

3 SCOPE OF WORK

A. The contractor shall engage the staff round the clock on 24 hrs × 7 days basis (including weekly off / Public holidays) on **3 shifts per day**, each shift of **8 hours duty** and **EIGHT PERSONS (1 Supervisor + 7 Staff)** per shift to be engaged. The staff shall be available without any break between the shifts. It is also clarified that if extra manpower is engaged on weekly off / rest day, then ESI, PF would be paid by port on production of proof of documents for the same. Festival Holiday and National holiday wages (8 days per staff per year) shall be compensated by the **Port**.

B. SHIFT TIMING:

1st Shift: 0600 to 1400 hours

2nd shift: 1400 to 2200 hours

3rd shift: 2200 to 0600 hours

C. The mooring staff shall be available round the clock for Marine operations without any break between the shifts. The contractor shall also ensure that shipping operations are not affected during change of shift duties. As informed by the Port Control, Mooring staff with proper PPE should be available at the station so that there is no delay in commencement of mooring operations. In case, non-availability of Mooring launches, Non-operational of Capstan etc. should not affect the Mooring operations.

D. The mooring staff shall also carry out the any other duties as instructed by the Deputy Conservator or his representative without any additional financial liabilities on NMPA.

4 VEHICLE WITH DRIVER

A Good conditioned vehicle (four wheeler) with driver & fuel and carrying capacity of **8 staff** to be arranged by the contractor on 24×7 basis. The year of manufacturer of the vehicle supplied shall not be earlier than **January 2022** and must have valid taxi/tourist permit. The driver shall not form part of the Mooring Staff. The valid documents i.e. Registration Certificate, Insurance, and Pollution Under Control etc. to be submitted prior to commencement of contract. The fuel for the vehicle will be Contractor's account. The vehicle must be fitted with certified "**Spark Arrester**" for operating in oil jetty area.

Vehicle should be fitted with **governor** of maximum speed **40km/hr**. Vehicle should be used only for Port operation and not for any other business purposes.

The driver engaged for driving the Mooring Vehicle shall have valid license at all the time. Wages, ESI, PF to be arranged by the contractor.

If a vehicle along with driver is engaged from a third party by the contractor, then it will be the responsibility of the contractor to ensure that all the labour laws including wages, ESI, PF etc. are complied with.

5 PERSONAL PROTECTIVE EQUIPMENTS (PPE)

The contractor shall be solely responsible for the supply and use of PPE such as Industrial type Boiler suits (**Orange Colour**) with retro-reflector, helmets, nose masks, hand gloves, Terry Cotton, safety shoes, rain coats or any other safety equipment felt necessary to the staff deployed at his own cost and mandatory to use of PPE by staff at site.

The staff during mooring operations shall wear PPE as mentioned above. If any of the staff not wearing PPE, such staff are UNSAFE for operations and would be immediately removed from operational duties and penalty will be levied.

- 6 The contractor shall be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities. The staff roaster list to be prepared every month and submit to Marine Engineer or his representative.

7 WORKING SPACE

A space for on-duty mooring staff will be provided by the Port at **FREE OF COST** which include electricity & fresh water used by the staff. The electricity provided is only for light and fan facility only.

8 THE COMMUNICATION SYSTEM

The communication system i.e. VHF and Walkie talkie required for mooring staff will be provided by NMPA.

VHF and Walkie talkie to be maintained carefully and returned in working condition at the end of contract. If the VHF and Walkie talkie are damaged / lost, cost of the same will be recovered from the contractor.

9 INSURANCE

The insurance for the **staff and their vehicle** shall be arranged by the Contractor.

The Contractor shall take the insurance policy covering all type of risks of all employees engaged by them.

- 10 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.

11 PAYMENTS

The monthly payment will be made in INR within **15 days** from the date of submission of monthly bill.

12 The rate quoted for Vehicle and Service Charges will remain same throughout the contract period.

13 Qualification & Age requirements:

Designation of Staff	Certificates	Age limit
Supervisor (Semi-Skilled)	12 th pass	23 to 45 years
Mooring staff (Unskilled)	10 th pass	20 to 40 years

14 PAYMENT OF WAGES TO STAFF

Payment of wages to the persons engaged by the contractor shall not be less than the minimum wages applicable to the worker employed in "Construction & Maintenance of Roads, Runways, Buildings" under Area 'B', as per Order F.No. 1/7(4)/2023-LS-II dated 01-04-2024 issued by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.

- i. The minimum wage per day applicable as on 01-04-2024 as per Minimum Wages Act, 1948 are Semi-Skilled- ₹734/- and Unskilled- ₹651/-.
- ii. 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. The wages are normally revised by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. **Difference in revised minimum wages shall be claimed by the contractor for reimbursement after payment to the workers by submitting documentary proof.**
- iii. On National & Festival holidays (8 days per staff per year) specified by the Port, they will be paid overtime allowance as per applicable rules and wages shall be compensated by the Port.
- iv. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor's expense.
- v. Duty roaster shall be strictly followed and ensure one day in a week will be counted as a mandatory rest day (weekly off).
- vi. 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 and salary slip to be generated to each individual staff.
- vii. NMPA is not responsible for any bonus and compensation payable to the staffs.

- viii. Non-adherence of Minimum Wages Act will result in cancellation of the contract, forfeiture of Performance Bank Guarantee (PGB) and invite appropriate administrative action.

WELFARE MEASURES - EPF, ESI etc:

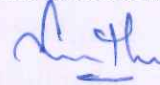
- i. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
 - ii. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".
 - iii. The EPF & ESI contribution of the employees and immediate employer's (contractor) contribution shall be remitted by contractor to the Authorities concerned periodically at the applicable rates. **The immediate employer's (contractor) EPF & ESI contribution will be reimbursed to the contractor based on the documentary evidence submitted towards remittance made.**
 - iv. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
- 15** The Employer (NMPA) shall not be responsible and liable for any damage / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.
- 16 Employer Liability Insurance:** 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.

- 17 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.
- 18 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.

It is requested to submit the **Realistic Budgetary offer** by email to **me-section@nmpt.gov.in** on or before **09-08-2024**.

Thanking you,

Yours faithfully



Sr. Dy. Marine Engineer