



**TENDER DOCUMENT**

**NEW MANGALORE PORT AUTHORITY**

**CIVIL ENGINEERING DEPARTMENT**

**NIT No. CIVIL/CE(C)/EE(C)/26/2024-25**

**E-Tender Event No 2024\_NMPT\_826777\_1**

**Tender for**

**"REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13,  
BERTH NO 8 AND BERTH NO 14."**

**THROUGH E-TENDERING MODE**

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Tender Amount : Rs. 2,25,84,331/-

E.M.D. : Rs. 5,33,000/-

Tender Fee : Rs. 1,680/-(Including GST @ 12%)

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TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Tender for

**"REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13,  
BERTH NO 8 AND BERTH NO 14."**

**Volume - 1**

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**NEW MANGALORE PORT AUTHORITY**  
**PANAMBUR, MANGALORE -575010**  
**CIVIL ENGINEERING DEPARTMENT**  
**NIT No: CIVIL/CE(C)/EE(C)/26/2024-25    Date: 20-09-2024**  
**TENDER ID: 2024\_NMPT\_826777\_1**

i) NOTICE INVITING TENDER  
(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14."

**Minimum Eligibility Criteria:**

- a) The tenderers must have experience of having successfully or substantially completed \*similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least Three similar completed works costing not less than the amount equal to Rs. 90.34 lakhs each (Excluding GST)

or

At least Two similar completed works costing not less than the amount equal to Rs.112.93.00lakhs each (Excluding GST)

or

At least One similar completed works costing not less than the amount equal to Rs.180.68 lakhs (Excluding GST)

Note 1: \*Similar work(s) means "Manufacturing/providing/supplying and fixing Fenders.

Note 2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

Note 3: Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

Note 4: The value of executed works shall be brought to current costing level by enhancing the actual value of the work upon completion by using the following enhancement factors. For intermediate periods, the actual number of years will be calculated based on number of days and the enhancement / multiplying factor will be interpolated accordingly and the same will be considered for evaluation.

| Year before | Enhancement / Multiplying factor |
|-------------|----------------------------------|
| 0           | 0                                |
| One year    | 1.07                             |
| Two years   | 1.14                             |
| Three years | 1.21                             |
| Four years  | 1.28                             |
| Five years  | 1.35                             |
| Six years   | 1.42                             |

- b) Average Financial turnover of the tenderer over the last three financial years 2021-22, 2022-23 and 2023-24 shall be at least Rs.67.76 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The financial capacity to be 3.33 times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

- c) The tenderer shall submit a copy of valid ESIC & EPF registration certificate along with the tender.

Pertinent information is given in the following table:

|     |                                |  |
|-----|--------------------------------|--|
| i)  | Estimated Amount put to Tender | Rs .22584331/-   |
| ii) | Earnest Money Deposit (EMD)    | Rs.533000/- (Rupees Five Lakh ThirtyThree Thousand Only) The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, Bank Guarantee as per Annexure 9 or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries |

|      |  |  |
|------|--|--|
|      |  | Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME & also <b>the bidder shall submit "Bid Security Declaration" in the prescribed form as per Annexure 13.</b>   |
| iii) | Cost of Tender (Tender fee)  | Rs.1680/- (Rupees One Thousand Six Hundred Eighty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered. |
| iv)  | Document download start date and time                                    | 20-09-2024 at 15.00 HRS  |
| v)   | Seek clarification start date and time                                   | 26-09-2024 at 10.00 HRS  |
| vi)  | Seek clarification end date and time                                     | 27-09-2024 at 15.00 HRS  |
| vii) | Bid submission start date and time                                       | 04-10-2024 at 10.00 HRS  |
| vii) | Bid submission closing date and time                                     | 11-10-2024 at 15.00 HRS  |
| ix)  | Date & time of opening of Cover - I : Technical<br>Part - II : Financial | 14-10-2024 at 15.30 HRS<br>Shall be communicated separately.   |
| x)   | Completion period  | 9 (Nine ) Months (including monsoon)   |
| xi)  | Validity of Tender   | 90 days from the date of closing of online submission of e-tender.   |

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 1680/- (Rupees One Thousand Six Hundred Eighty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.

2. Bank A/C No. 10205649448

3. IFSC Code: SBIN0002249

4. MICR Code: 575002011

Contact Nos. 0824-2887306 and 0824-2407149

Email id: [praveenkumar.kn@nmpt.gov.in](mailto:praveenkumar.kn@nmpt.gov.in) and [chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in) Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-

Executive Engineer (Civil)

**NEW MANGALORE PORT AUTHORITY**  
**PANAMBUR, MANGALORE -575010**  
**NIT No: CIVIL/CE(C)/EE(C)/26/2024-25**  
**E-Tender event No. 2024\_NMPT\_826777\_1**

**ii) INSTRUCTIONS TO TENDERERS**

**A. INSTRUCTIONS FOR E-TENDERING**

**1. SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS E-PROCUREMENT PORTAL**

This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

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.
4. DSC 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 the portal or on

[www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) 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 the EMD and tender fee as specified in the tender. The benefit of Exemption of EMD and Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered. Necessary valid document should be submitted along with Technical Bid. The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed format as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
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. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
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. Tender form Fee and EMD 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. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will be considered. The bidders shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME. The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed format as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

## **2. Cover – I Details (Technical)**

The following documents shall be uploaded online only.

1. Scanned copy of NEFT Payment details for cost of tender or exemption certificate
2. Scanned copy of RTGS/NEFT Payment details for EMD (bid security) / documentary evidence for exemption of EMD. The original document to be submitted by post or by hand immediately after the closing date for submission of online e-tender)
3. Scanned copy of documents as per Annexure 1 to 13 of section I(iii) of volume-I (Original power of attorney i.e. Annexure 2 to be submitted by post or by hand immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the bid is signed by an authorized partner or Director (on the Board of Directors) of the bidder, in case the bidder is a partnership firm or limited liability partnership.
4. The tenderer shall attach Scanned copy of Pre-contract, Integrity Pact agreement executed as per Appendix II. The Original copy to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after closing date for submission of online tender
5. Scanned copy of valid Pan card, PF, ESI and GST Registration certificate.
6. List of Ongoing works in hand at NMPA should be indicated in the prescribed form
7. Scanned copy of Form of Tender as per Section VI(iii) of volume -III
8. Technical bid document – Cover I (Volume I to Volume III) along with amendments and clarifications if any.

## **3. Cover – II Detail (Finance)**

PRICE BID (Bill of Quantities)

Price should be quoted in the BOQ template available in the portal. 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. The Bidder shall fill in the rate for each items in the Bill of Quantities through CPP e-portal. Bidders are allowed to enter the Bidder Name and Values only.

Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

## **4. Opening of bids**

- A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic



opening of bid.

- B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them.

Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence most competitive prices may be quoted while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instructions / guidelines shall be taken. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

#### **5. Evaluation process:**

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.

- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers
- m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time
- n. The cost of stamping Agreement must be borne by the successful Tenderer
- o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

## **B. Instructions to Tenderers (General)**

### **1. Introduction:**

This work essentially comprises of "Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14."

### **2. Applicants:**

Contractors who wish to bid for the tender for the contract work should download the tender document. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract document.

### **3. Invitation for Bids:**

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the works detailed in the NIT through e-tender mode only.

### **4. Purchase of Tender Documents:**

Tender document can be downloaded from NMPA website [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in), [www.tender.gov.in](http://www.tender.gov.in) & <https://www.eprocure.gov.in/eprocure/app> of CPP portal

### **5. One Bid per Bidder:**

Each bidder shall submit only one bid for one package. Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

### **6. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

### **7. Site visit:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

### **8. Content of Bidding Documents:**

Tender Document will consist of:

|            |             |  |
|------------|-------------|--|
| Volume I   | Section I   | Notice Inviting Tenders<br>Instructions to Tenderers<br>Annexure (1 to 13)   |
|            | Section II  | Form of Agreement  |
|            | Section III | Conditions of Contract: Part A - E:<br>General Conditions<br>Conditions of Contract : Part F:<br>Special Conditions<br>Contract Data<br>Form of Securities (A & B)<br>Appendix – I and Appendix - II |
| Volume II  | Section IV  | Technical Specifications   |
|            | Section V   | Drawings   |
| Volume III | Section VI  | Preamble<br>Bill of Quantities<br>For of tender  |
|            | Section VII | Schedules (A & B)  |

Any indication of "Quoted price" in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted, upload the entire document on the CPP portal only.

#### **9. Clarification of the Bidding Documents:**

The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer (Civil) in writing, so as to reach before seek clarification end date and time. It is to be noted that queries asked after due date and time will not be answered. Employer's clarifications shall be furnished in the CPP e-portal or shall be issued a corrigendum in the web site without identifying the source.

A provision is made in the CPP e-portal for seeking clarification online during the date mentioned in the NIT. The bidders can ask queries if any during the period through online. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites.

**10. Amendment of Bidding Documents:**

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder

**11. Preparation of bids:**

All documents relating to the bid shall be in the English language.

**12. Minimum Eligibility Criteria:**

- a) The tenderers must have experience of having successfully or substantially completed \*similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least Three similar completed works costing not less than the amount equal to Rs. 90.34 lakhs each (Excluding GST)

or

At least Two similar completed works costing not less than the amount equal to Rs. 112.93lakhs each (Excluding GST)

or

At least One similar completed works costing not less than the amount equal to Rs. 180.68 lakhs (Excluding GST)

Note 1: \*Similar work(s) means Manufacturing/providing/supplying and fixing Fenders.

Note 2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

Note 3: Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

Note 4: The value of executed works shall be brought to current costing level by enhancing the actual value of the work upon completion by using the following enhancement factors. For intermediate periods, the actual number of years will be calculated based on number of days and the enhancement / multiplying factor will be interpolated accordingly and the same will be considered for evaluation.

| Year before | Enhancement / Multiplying factor |
|-------------|----------------------------------|
| One year    | 1.07                             |
| Two years   | 1.14                             |
| Three years | 1.21                             |
| Four years  | 1.28                             |
| Five years  | 1.35                             |
| Six years   | 1.42                             |

- b) Average Financial turnover of the tenderer over the last three financial years 2021-22, 2022-23 and 2023-24 shall be at least Rs.67.76 lakhs.
- c) The tenderer shall submit a copy of valid ESIC & EPF registration certificate along with the tender.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The financial capacity to be 3.33 times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

In case the average turnover is Rs. 3.00crores, the financial capacity of the contractor will be considered as (3x3.333) Rs.10.00crores.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover

Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the date of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Work completion certificate issued by a private organization shall be considered, only if Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed along with the tender. In case work executed on subcontract, only approved or authorized subcontract shall

be considered for eligible assignment.

A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years duly **indicating UDIN shall be submitted.**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than nonperformance, such as the most experienced partner (major partner) of JV pulling out;
- iii. On account of currency of debarment by any Government agency.

### **13. Bid Prices:**

The contract shall be for the whole works as described in based on the priced Bill of Quantities submitted through CPP e-portal by the Bidder .The Bidder shall fill rate in the Bill of Quantities through CPP e-portal. Items for which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities

### **14. Currencies of Bid and Payment:**

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees

### **15. Bid Validity:**

Bids shall remain valid for a period not less than Ninety Days (90 days) after the last date for online bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the

request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee

**16. Bid Security / EMD:**

i. The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee as per Annexure 9 or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore  
NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 10.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011.

The Techno Commercial Bid shall be accompanied by the Bank Guarantee or RTGS/NEFT deposit details towards Earnest Money Deposit of Rs. 533000/- (Rupees Five Lakh ThirtyThree Thousand Only) as stipulated in the tender. The tender without EMD shall be treated invalid.

- ii. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
- iii. The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
- iv. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 90days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.
- v. The Earnest Money Deposit of unsuccessful bidder shall be returned without interest on conclusion of contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- vi. The Bid Security of a successful bidder will be forfeited in the following cases:



- a) If the bidder withdraws his Tender during the period of bid validity.
- b) In case of a successful tenderer fails
  - i) to commence the work, apart forfeiture of other claims
  - ii) within the specified time limit to sign the Agreement or furnish the required Performance Security. In the event of forfeiting the EMD / SD / LD and while imposing penalty GST as applicable will be collected.

**17. No Alternative Proposals by Bidders:**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

**18. Format and Signing of Bid:**

The Bid shall be in online mode. The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer

**19. Bid Submission:**

Tender document including quoted bid price have to be submitted online only through CPP Portal before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final.

The Tender shall be submitted in Two Bids.

- I. Technical Bid: Shall contain the following.
    - i) Techno Commercial Bid: Shall contain all the documents. Techno Commercial Bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.
    - ii) The details of payment of Earnest Money Deposit for Rs. 533000/- (Rupees Five Lakh ThirtyThree Thousand Only)
    - iii) Transaction details of payment towards the Cost Of Tender Fee: Rs. 1680/- (Rupees One Thousand Six Hundred Eighty Only) (To be paid by RTGS/NEFT to NMPA Bank Account).
    - iv) List of Ongoing works in hand at NMPA should be indicated in the prescribed form.
  - II. FINANCIAL BID: shall contain only the Price. The Bidder shall fill the rate in the Bill of Quantities
  - III. LAST DATE FOR SUBMISSION OF ONLINE TENDER: is as per the date mentioned in the NIT
- NMPA may at its sole discretion reserves the right to extend the date for

receipt of Bid. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.

The following details pertaining to Techno Commercial Bid shall be uploaded online.

- a) Letter of Submission- Covering letter (vide Annexure – 1)
- b) Power of Attorney in favour of signatory/s to the Tender, duly authenticated by Notary Public. (vide Annexure -2) (Original power of attorney i.e. Annexure 2 to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the bid is signed by an authorized partner or Director (on the Board of Directors) of the bidder, in case the bidder is a partnership firm or limited liability partnership.
- c) Organization Details (vide Annexure-3)
- d) Details of “Minimum eligibility criteria” as per Clause 12 of instruction to Tenderers and certificates (Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) (vide Annexure-4) of condition of contract. The following specific instruction may be noted ;
  - i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 (a) for “Minimum eligibility”.
  - ii) A separate sheet should be filled for each of the eligible assignments.
  - iii) the details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by client's completion certificates and work orders etc.
- e) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide Annexure-5) with balance sheet duly indicating UDIN.
- f) List of Ongoing works in hand at NMPA should be indicated in the prescribed form (Annexure 6).
- g) A list of Plant and equipment proposed to be engaged for work. (vide Annexure-7) The equipment indicated in the Annexure -7 will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site at what stage of the construction period the equipment would made available.
- h) A declaration to the effect that (vide Annexure -8):-
  - a. All details regarding construction plant and machinery,

temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.

- b. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- c. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- d. We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- e. We have not been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project and the bar subsist as on the due date of Tender.
- i) NEFT Payment details towards cost of tender.
- j) RTGS/NEFT Payment details towards EMD / documentary evidence of exemption of EMD.
- k) The tenderer shall attach Scanned copy of Pre-contract, Integrity Pact agreement executed as per Appendix II. The Original copy to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after closing date for submission of online tender.
- l) Tenderer should submit copy of Permanent Account Number. (PAN), ESI, PF and GST Registration (GSTIN) Number along with certificates issued by the authority as applicable

**20. Deadline for Submission of the Bids:**

- i) The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through CPP e-portal.
- ii) The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- iii) Price should be quoted in CPP e-portal. Any indication of 'Quoted price' in

the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.

- iv) The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

### **21. Late Bids:**

The tenderer should ensure that their tender is received online at NMPA before the deadline prescribed in Clause 20

The time that is displayed from the server clock at the top of the CPP e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

### **22. Modification and Withdrawal of Bids:**

- i) Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.
- ii) No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.
- iii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- iv) Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

### **23. Bid Opening - Technical Bid:**

- a. On the due date and time as specified in Clause 20, the Employer will On the due date and time as specified in Clause 20, the Employer will first open Techno Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

- b. In the first instance the Techno Commercial Bid containing the RTGS/NEFT payment details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
- c. If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

#### **24. Bid Opening – Financial Bid:**

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time.

If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years.

#### **25. Clarification of Bids:**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

Employer reserves the right to reject any Bid, if the Bidder does not provide

the clarification sought for by the Employer, within the time specified by the Employer, for proper evaluation of the Bid

The employer may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the employer.

Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, NMPA will determine whether each Bid

- a) meets the eligibility criteria as defined in Clause 12.
- b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour, duly authenticated by Notary Public. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
- c) is accompanied by the requisite Bid security and;
- d) is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way the scope, quality or performance of the Works;
- ii. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **26. Correction of Errors: (Not Applicable)**

## **27. Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) making appropriate adjustments to reflect discounts or other price

modifications offered in accordance with Clause 22.

**28. Alteration of tender documents:**

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

**29. Alternative conditions and Proposal:**

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part II: Price Bid of such Bidder's will not be opened.

**30. Award of Contract:**

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

- a) Eligible in accordance with the provisions of Clause 12, and
- b) Qualified in accordance with the provisions of Clause 12.

**31. Notification of Award:**

- i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
- iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 21 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The

contractor shall make 10 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement. The work shall not be commenced without signing contract agreement.

**32. Release of Bid Security / EMD:**

The Earnest Money Deposit of unsuccessful bidder shall be returned (in case of BG) or refunded without interest by RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

**33. Performance Security:**

- i) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or Bank Guarantee (BG) or for an amount equivalent to 5% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.
- ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA and cashable at Mangalore. The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-A.

**34. Fraud and Corrupt Practices:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's



Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

- i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

- i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection

Process.

**35. Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

**36. Additional Information:**

The "Instructions to Tenderers" shall not form part of the Contract. They are intended only to aid the Tenderers in the preparation of their tender.

**37. Compliance of Local Content as per Make in India Policy:**

Bidder shall comply with DPIIT Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020 in respect of Local Content and furnish an undertaking in the prescribed format as per Annexure 13, to that effect, failing which, the bid may be liable for cancellation.

LETTER OF SUBMISSION - COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)

Date:

To

The Executive Engineer (Civil),  
New Mangalore Port Authority,  
Administration Building,  
Panambur, Mangalore – 575 010

Sir,

Sub: The work of "Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14."

Being duly authorized to represent and act on behalf of .....  
(Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- i. Tender Document along with Addendum No ----,
- ii. Power of Attorney - (Annexure - 2)
- iii. Organization Details - (Annexure - 3)
- iv. Details to fulfill the "Minimum Eligibility Criteria" and certificates - (Annexure 4)
- v. Average Financial turnover over the last three financial year - (Annexure 5)
- vi. List of ongoing works at New Mangalore Port Authority (Annexure 6)
- vii. List of plant and equipment – (Annexure - 7)
- viii. Declaration – (Annexure – 8)
- ix. Bid Security / EMD Paid by RTGS/NEFT vide UTR No.....dtd. .... of (name and address of the branch).
- x. Banker's Details – Annexure 10 & 11
- xi. Tender fee paid by NEFT vide vide UTR No.....dtd. .... of (name and address of the branch).
- xii. Pre-Integrity pact agreement executed as per Appendix II
- xiii. Copy of valid ESI, PF & GST Registration certificate.

Signature  
(Authorised Signatory)

ON STAMP PAPER of Rs 500/-  
 "REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO  
 8 AND BERTH NO 14."

--

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of (Name of work) or any other works incidental to such construction 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)

Note: i) **The PoA has to be duly authenticated by Notary Public.**

**ii) Please strike off whichever is not applicable.**

“REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO 8 AND BERTH NO 14.”

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**ORGANIZATION DETAILS**

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:
  - Telephone No. :
  - Fax No.
3. Description of Applicant  
(for e.g. General, Civil Engineering etc.)
4. Registration and Classification of Contractors:
5. Name and address of bankers:
6. Number of years of experience as a general contractor:-
  - In own Country:
  - Internationally:
7. Number of years of experience as a sub-contractor:  
Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:
8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
9. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Signature  
(Authorised Signatory)

**Annexure - 4****NEW MANGALORE PORT AUTHORITY****"REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO 8 AND BERTH NO 14."**

Tenderer shall furnish Details of "eligibility works experience" as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

**ELIGIBLE ASSIGNMENT DETAILS FOR MEC**

Assignment Number:

| Sl. No. | Description   | Bidder to fill up the details here |
|---------|---|------------------------------------|
| 1       | Name and Address of the Client  |                                    |
| 2       | Title of the Eligible Assignment  |                                    |
| 3       | Date of completion of the Eligible Assignment                                   |                                    |
| 4       | Project Cost  |                                    |
| 5       | Reference No of the enclosed work order   |                                    |
| 6       | Reference No of the enclosed Client work Completion Certificate                 |                                    |
| 7       | Reference No of any other documentary evidence; if enclosed.                    |                                    |
| 8       | Name, telephone no, telefax no and email address of the client's representative |                                    |
| 9       | Description and Scope of Work   |                                    |

Signature  
(Authorised Signatory)

**Certificate from the Statutory Auditor**

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:

- i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".
- ii. A separate sheet should be filled for each of the eligible assignments.
- iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

NEW MANGALORE PORT AUTHORITY  
 “REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO  
 8 AND BERTH NO 14.”  
 FINANCIAL CAPABILITY

(A) Net worth & Average Annual Turnover of the Bidder

| Net Worth | Turnover |                  |                  |                  |         |
|-----------|----------|------------------|------------------|------------------|---------|
|           | Year 1   | Year 1 (2023-24) | Year 2 (2022-23) | Year 3 (2021-22) | Average |
|           |          |                  |                  |                  |         |

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for). Year 1 will be the Financial Year 2023-24. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2. The Bidder shall provide audited Annual Reports as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

| Source of Credit line | Amount |
|-----------------------|--------|
|                       |        |
|                       |        |

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the “Cash Flow Demand” for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A  
 (Authorised Signatory)

Signature



**Annexure - 6**

NEW MANGALORE PORT AUTHORITY  
 ""REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH  
 NO 8 AND BERTH NO 14.

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

The Tenderer shall furnish in the format given below details of works being carried out by him at the time of bidding in New Mangalore Port

| Sl.No. | Name of work | Work order No. and Date | Value of Work Order in Rs. | Average annual financial turnover as per MEC for the work |
|--------|--------------|-------------------------|----------------------------|---|
|        |              |                         |                            |   |

**Contractor**

**Annexure – 6A (Not applicable)**

NEW MANGALORE PORT AUTHORITY

“REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO  
8 AND BERTH NO 14.”

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature  
(Authorised Signatory)



NEW MANGALORE PORT AUTHORITY  
"REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO  
8 AND BERTH NO 14."

DECLARATION

We M/s. (Name & address of the bidder) hereby declare that:-

- i. I have read the tender document Vol. I (Section I to III) Vol.II (Section IV and V) and Vol.III (Section V and VII) and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
- iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor'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.
- vi. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The

Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- vii. We undertake that, we are 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 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
- viii. We have not been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project and the bar subsist as on the due date of Tender.
- ix. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.

\* Note: Delete whichever is not applicable.

Signature  
(Authorised Signatory)

## BID SECURITY (BANK GUARANTEE)

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ [date] for the Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14.(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto The Board of New Mangalore Port Authority, a body constituted under Major Port Authority Act 2021 (hereinafter called "the Employer") in the sum of Rs.533000/- (Rupees Five Lakh ThirtyThree Thousand Only.) i\* for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2024

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
  - or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ ii\* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs. 533000/- (Rupees Five Lakh ThirtyThree Thousand Only.) and unless a claim in writing is lodged with us

within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ..... day of ..... 2024

DATE\_\_\_\_\_ SIGNATURE OF THE BANK\_\_\_\_\_

WITNESS\_\_\_\_\_SEAL\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Signature, name and address]

\_\_\_\_\_

\_\_\_\_\_

i\*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

ii\*30 days after the end of the validity period of the Bid.

**Annexure-10**

## DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party



## Annexure-11

## FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

|   |   |            |
|---|---|------------|
| 1 | Name and full address of the beneficiary        |            |
| 2 | Credit Account No.<br>(Should be full 14 digit) |            |
| 3 | Account Type<br>(SB or CA or OD)                |            |
| 4 | Name of the Bank                                |            |
| 5 | Branch<br>(Full address with telephone No.)     |            |
| 6 | IFSC Code Number (11 digit)                     |            |
| 7 | MICR code<br>(Should be 9 digit)                |            |
| 8 | Telephone/Mobile/Fax No. of the beneficiary     | Telephone: |
|   |   | Mobile :   |
|   |   | Fax :      |
| 9 | Photostat copy of a Cheque                      |            |

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal

### Indemnity Bond

(To be furnished in Stamp paper not less than Rs.500 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 herein a Tender/Contract or for ..... on terms and conditions set out interalia in the work order No..... valued at Rs.....

AND Whereas, the clauses 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 Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the 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 & 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.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

**Annexure-13**

Format for Self Certification under Preference to "MAKE IN INDIA" Policy  
(Refer Clause No. 38 of ITT)

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (name of the Bidder) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender NIT No \_\_\_\_\_ for the work of \_\_\_\_\_

\_\_\_\_\_

Details of location at which local value addition will be made is as follows:

-----  
-----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. Seal and Signature of Authorized Signatory

Signature of the Bidder

Date :

Place :

**BID SECURITY DECLARATION FORM**

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

To: [insert complete name of the Employer]

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid security declaration

I/We accept that we will automatically be disqualified from bidding for any contract with New Mangalore Port Trust for a period of 2 (Two) years starting from the date of notification from the Employer, if the undertaking of the affidavit submitted by us or our constituents in pursuance to any of the declarations of Letter of Technical Bid or Letter of Price Bid submitted by us are found to be false at any stage during the process of bid evaluation; or

I am / We are in a breach of any obligation(s) under the bid conditions, because I/We

- a) have withdrawn / modified / amended, impairs or derogates from the bid, my / our Bid during the period of bid validity specified in the form of Bid; or
- b) do not accept the correction of errors in accordance with the Instructions to Bidders; or
- c) having been notified of the acceptance of our Bid by the employer during the period of bid validity,
  - i. fail or refuse to execute the contract, if required; or
  - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - iii. fail or refuse to furnish a domestic preference security, if required.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. 28 (Twenty eight) days after the expiration of the validity of my/our Bid

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-security Declaration]

Duly authorized to sign the bid for and behalf of [insert complete name of the Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of Signing]

Corporate seal [where appropriate]

**SECTION - II**

## iii) FORM OF AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_ BETWEEN New Mangalore Port Authority (hereinafter called "the Employer")  
of the one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") of the other part WHEREAS the Employer is desirous that certain works should be executed by the Contractor, Viz----- and has accepted a Tender by the Contractor for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs .....

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 General Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-
  - a) The Letter of Acceptance;
  - b) The Said Tender (Technical Bid);
  - c) The Conditions of Contract (Parts I and II)
  - d) The Specifications;
  - e) The Drawings;
  - f) The Bill of Quantities and
  - g) The Addenda
  - h) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.
3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws.

This document contains ..... pages in all. This agreement is assigned No. CEA ..... /20XX-XX.

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of :

**SECTION - III**

## iv) CONDITIONS OF CONTRACT

**A. General****1. Definitions**

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44.

The Completion Date is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Sub Clause 54

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

The Engineer or his nominee is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.

Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which are included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer or his nominee which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The Trained Work Person are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

## **2. Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around.



Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance and notice to proceed with works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other documents listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

### **4. Engineer or his nominee's Decisions**

4.1 Except where otherwise specifically stated, the Engineer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

5.1 The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

## **7. Contract Agreement**

A suitable form is annexed as "FORM OF AGREEMENT" to the Contract Document. Upon signing the Contract Agreement, the Contractor shall make 10 copies of Contract Documents in hardbound cover which shall cover documents used in Contract/Agreement and provide the same to the Employer at no extra cost.

Data made available by the Employer in accordance with provisions of the Condition of Contract shall be deemed to include data listed elsewhere in the Contract and open for inspection at the office of the Deputy Chief Engineer (Civil) of the New Mangalore Port Authority (by prior appointment with the Engineer). The work shall not be commenced without signing contract agreement.

## **8. Subcontracting**

8.1 The Contractor may subcontract with the approval of the Engineer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

### **Other Contractors**

8.2 The Contractor shall co-operate and share the site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

## **9. Personnel**

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

9.2 If the Engineer or his nominee asks the contractor to remove a person who is a member of the contractor's staff of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

## 10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks and the contractor carries the risks which this Contract states are contractor's risks.

## 11. Employer's Risks

11.1 The Employers risks are

- a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
  - i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
  - ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
  - v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
  - vi) Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.
- b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  - i) could not have reasonably foreseen, or
  - ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - A) prevent loss or damage to physical property from occurring by taking appropriate measures, or

B) insure against.

## **12. Contractor's Risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks.

- a) loss of or damage to the Works, Plant and Materials
- b) loss of or damage to Equipment;
- c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the contractor to the Engineer or his nominee for the Engineer or his nominee's approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

## **14. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

## **15. Queries about the Contract Data**

The Engineer or his nominee will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

The Contractor shall construct and install the works in accordance with the Specification and Drawings.

**17. The Works to Be Completed by the Intended Completion Date**

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the program submitted by the contractor as updated with the approval of the Engineer or his nominee, and complete them by the Intended Completion Date.

**18. Approval by the Engineer or his nominee**

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer or his nominee, who is to approve them if they comply with the specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Engineer or his nominee's Approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 18.4 All Drawings prepared by the contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer or his nominee before their use.

**19. Safety**

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

**20. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer or his nominee of such discoveries and carry out the Engineer or his nominee's instructions for dealing with them.

**21. Possession of the Site**

The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the start date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

**22. Access to the Site**

The Contractor shall allow the Engineer or his nominee and any person authorized by the Engineer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is

intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

### **23. Instructions**

The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

### **24. Disputes**

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

### **25. Settlement of Disputes**

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] established pursuant to Appendix 1 hereto.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation / Arbitral Award.

#### **25.2 Arbitration**

Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be decided by arbitration as set forth below:

- i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent of

both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.

- ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
- iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/ Chairman's order, making such an appointment shall be furnished to both the parties.
- v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English
- vi) The Arbitration shall be conducted by the experts from the panel of CIDCSIAC Arbitration Center.
- vii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- viii) All arbitration awards shall be in writing and shall state the reasons for the award.

- ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

**26. Replacement of Conciliator (Deleted)**



## **B. TIME CONTROL**

### **27. Program**

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved Program.
- 27.4 The Contractor shall submit to the Engineer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

### **28. Revised Program**

The Engineer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### **29. Extension of the Intended Completion Date**

- 29.1 The Engineer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

- 29.2 The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

### **30. Delays Ordered by the Engineer or his nominee**

The Engineer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

### **31. Management Meetings**

- 31.1 Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32. Early Warning**

- 32.1 The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

## C. QUALITY CONTROL

### 33. Identify Defects

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

### 34. Tests

If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

### 35. Defect Liability

35.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice. To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

- (a) Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the engineer and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

35.3 Cost of Remedying Defects

All work referred to in Sub-Clause 35.2 shall be executed by the contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- a) The use of materials, Plant or workmanship not in accordance with the Contract, or
- b) Where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

#### 35.4 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 35, have been completed to the satisfaction of the Engineer.

#### 35.5 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

### **36. Uncorrected Defects.**

If the Contractor has not corrected a Defect within the time specified in the Engineer or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## **D. COST CONTROL**

### **37. Bill of Quantities**

- 37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Changes in the Quantities**

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than +25 % provided the change exceeds +10% of initial Contract Price, the Engineer or his nominee shall adjust the rate(s), to allow for the change.
- 38.2 The Engineer or his nominee shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent except with the Prior approval of the Employer.
- 38.3 If requested by the Engineer or his nominee where the quoted rate(s) of any item(s) is abnormally high, the Contractor shall provide the Engineer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

### **39. Variations**

- 39.1 The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:
- a) increase or decrease the quantity of any work included in the Contract,
  - b) omit any such work,
  - c) change the character or quality or kind of any such work,
  - d) change the levels, lines, position and dimension of any part of the Works,
  - e) execute additional work of any kind necessary for the completion of the Works,
  - f) change any specified sequence or timing of construction of any part of the Works.
- No such variation shall in any way vitiate or invalidate the Contract,

by the effect, if any, of all such variations shall be valued in accordance with Clause 40. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor. All Variations shall be included in updated Programs produced by the contractor.

#### 39.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

### **40. Payments for Variations**

- 40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.
- 40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and, in the order, given below:
- i) Rates and prices in Contract, if applicable plus escalation as per contract.
  - ii) Rates and prices in the Schedule of Rates applicable to the Contract plus ruling percentage.
  - iii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.
- 40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
  - ii) Rates and prices in the schedule of Rates applicable to the

contract plus ruling percentage.

- iii) Market rates of material and labor, hire charges of plant and machinery used plus 10% for overheads and profits of contractor.
- 40.4 If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 40.5 If the Engineer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

#### **41. Cash flow forecasts**

- 41.1 When the Program is updated, the contractor is to provide the Engineer or his nominee with an updated cash flow forecast.

#### **42. Payment Certificates**

- 42.1 The Contractor shall submit to the Engineer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51.6 of the Contract Data (Secured Advance).
- 42.3 The value of work executed shall be determined by the Engineer or his nominee.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Engineer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **43. Payments**

- 43.1 Bills /Tax invoice shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.
- 43.2 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill shall be paid within 28 days of the submission of the bill.
- 43.3 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Engineer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any. 50% of undisputed amount shall be paid to the Contractor at the stage of returning the bill.
- 43.4 The contractor should re-submit the bill, with corrections within 30 days of its return by the Engineer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 43.5 If an amount certified is increased in a later certificate as a result of an award by the DRB or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **44. Compensation Events**

- 44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
  - (c) The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
  - (d) The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.



- (e) The Engineer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The effect on the Contractor of any of the Employer's Risks.
- (j) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

- 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Engineer or his nominee shall adjust the Contract Price based on Engineer or his nominee's own forecast. The Engineer or his nominee will assume that the Contractor will react competently and promptly to the event.

#### **45. Tax**

- 45.1 The rates quoted by the Contractor to be inclusive of Taxes if any excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable

law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

The GST shall be quoted separately in tax invoice.

The Contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence.

#### 46. Currencies

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.

#### 47. Price Adjustment. (Not Applicable)

47.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given below:

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.
- (b) The price adjustment shall be determined during each quarter from the mutually agreed formula given in the contract data based on the following premises.

I (A) Formula for Labour Component

|    |   |      |   |       |   |     |   |        |
|----|---|------|---|-------|---|-----|---|--------|
| V1 | = | 0.85 | x | (R-C) | x | K1  | x | I - IO |
|    |   |      |   |       |   | 100 |   | IO     |

Where V1 = Amount of variation payable for a value R of work done.

R = Value of work done during the period under consideration.

C = Cost of Cement & steel calculated on star rates for quantity as per design, incorporated in to the work during the period under consideration to be taken from II A and II B.

K1 = Percentage of Labour Component to be taken as 25%.

IO = Basic Consumer Price Index for Bangalore Centre (Base 2001 = 100) for industrial workers declared as per the Labour Bureau, Ministry of Labour & Employment, Government of India as prevailing

on the Base Date (28 days prior to the latest date for submission of the Bid).

I = Average Consumer Price Index for Bangalore Centre (Base 2001 = 100) for industrial workers declared by the Labour Bureau, Ministry of Labour & Employment, Government of India for the period in which the value R of work is done. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for I.

I (B) Formula for Balance Material Component (excluding cement, steel).

|    |   |      |   |       |   |     |   |        |
|----|---|------|---|-------|---|-----|---|--------|
| V2 | = | 0.85 | x | (R-C) | x | K2  | x | M - M0 |
|    |   |      |   |       |   | 100 |   | M0     |

Where V2 = Amount of variation payable for a value R of work done on account of material.

R = Value of work done during the period under consideration.

C = Cost of Cement and steel at Star rate calculated on star rates for quantity as per design, incorporated in to the work during the period under consideration to be taken from II A and II B.

K2 = Percentage of Material Component to be taken as 70%.

M0 = Wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India as prevailing on the Base Date (28 days prior to the latest date for submission of the Bid).

M = Average wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India, during the period under consideration. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for M.

I (C) Formula for Petrol, Oil and Lubricant (POL) Component

|    |   |      |   |       |   |     |   |        |
|----|---|------|---|-------|---|-----|---|--------|
| V3 | = | 0.85 | x | (R-C) | x | K3  | x | P - P0 |
|    |   |      |   |       |   | 100 |   | P0     |

Where V3 = Amount of variation payable for a value R of work done on account of POL component.

R = Value of work done during the period under consideration.

- C = Cost of Cement & steel calculated on star rates for quantity as per design/specification, incorporated in to the work during the period under consideration to be taken from II A and II B .
- K3 = Percentage of POL Component to be taken as 5%.
- P0= The price (average of the prices declared by IOC/HPCL/BPCL) of HSD for Mangalore on the Base Date (28 days prior to the latest date for submission of the Bid).
- P = Average Price (average of the prices declared by IOC/HPCL/BPCL) of HSD-RSP (Rs/litre) for Mangalore during the period under consideration.

After removal of actual cost of cement & steel for B above, price adjustment for the cost of cement and steel will be made as follows:

Price Adjustment

(II) (A) For Cement

|                |   |                |   |                 |   |                               |
|----------------|---|----------------|---|-----------------|---|-------------------------------|
| P <sub>c</sub> | = | R <sub>c</sub> | x | Q <sub>cc</sub> | x | $\frac{I_c - I_{0c}}{I_{0c}}$ |
|----------------|---|----------------|---|-----------------|---|-------------------------------|

Where P<sub>c</sub> = Price adjustment for cement

R<sub>c</sub> = Rate per MT of cement prevailing on the Base Date (28 days prior to the latest date for submission of the Bid) i.e. Star Rate.

I<sub>c</sub> = Average Index for cement published by the Reserve Bank of India (source: office of the economic advisor, Ministry of commerce & Industry Government of India) under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (1) – Non Metallic Mineral Products Sub-Group (C) – Cement and Lime, " or Monthly whole sale price index published by the office of economic advisor, government of India under cement & Lime forming the base forming the base of calculation for index of wholesale prices during the period under consideration.

I<sub>0c</sub> = Index for cement published by the Reserve Bank of India (source: office of the economic advisor, Ministry of commerce & Industry Government of India) under Index numbers of Wholesale Prices by Group and Sub-Group (Monthly data) under Group (1) – Non Metallic Mineral Products Sub-Group (C) – Cement & Lime or Monthly whole sale price index published by the office of economic advisor, government of India under cement & Lime forming the base of calculation for index of wholesale prices on the date 28 days preceding the latest date prescribed for the receipt of the Bid.

Qcc= Quantity in MT of cement as per design incorporated in to the work during the period under consideration.

II (B) For Steel

|    |   |    |   |     |   |          |
|----|---|----|---|-----|---|----------|
| Ps | = | Rs | x | Qsc | x | Is - Ios |
|    |   |    |   |     |   | Ios      |

Where Ps = Price adjustment for steel

Rs= Rate per MT of steel prevailing on the Base Date (28 days prior to the latest date for submission of the Bid). i.e. Star rate.

Is = Average Index for iron and steel published by the Reserve Bank of India (source: office of the economic advisor, Ministry of commerce & Industry Government of India) under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (J) – Basic Metals, Alloys & Metal Products, Sub-Group (a) Ferrous metals – (a1) Iron & Semis" or Monthly whole sale price index published by the office of economic advisor, government of India under Iron & Semis forming the base of calculation for index of wholesale prices during the period under consideration.

a. Ios = Average Index for Iron and Steel published by the Reserve Bank of India (source: office of the economic advisor, Ministry of commerce & Industry Government of India) under "Index numbers of Wholesale Prices by Group and Sub-Groups (Monthly data) under Group (J) – Basic Metals, Alloys & Metal Products, Sub-Group (a) Ferrous metals – (a1) Iron & Semis" or Monthly whole sale price index published by the office of economic advisor, government of India under Iron & Semis forming the base forming the base of calculation for index of prices on the date 28 days preceding the latest date prescribed for the receipt of the Bid.

Qsc = Quantity in MT of steel as per design incorporated in to the work during the period under consideration.

Notes:

- (i) The quantities of cement and steel considered for working out price variation shall be certified by the Engineer based on approved designs and as consumed in the work excluding wastage.
- (ii) The time for completion of the contract shall mean the period commencing from the date of the commencement of the contract and ending on the date when the time allowed for the work specified expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer under the relevant clause or the conditions of contract in cases other than those where such extension is necessitated on account of default of the

contractor. The decision of the Engineer as regards the time of completion of the contract shall be final, conclusive and binding on the contractor, where compensation for delay is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provision the escalation amount for the balance work from the date of levy of such compensation shall be worked out as follows:

Indices I, M, P, Ic, & Is will be pegged to the levels corresponding to the date from which such compensation for delay is levied.

b. Pegged indices as well as actual indices prevailing at the time of calculation of escalation for the period under consideration will be compared and lower of the two will be taken for calculating actual escalation amount.

(iii) Price variation shall be calculated in accordance with the formulae mentioned at (I)(A)(B) above, separately for labour, material and POL components, as well as for price adjustment for cement and steel in accordance with formulae mentioned at (II) (A) and(B) above. The relevant websites for ascertaining the various indices are as follows:

<http://www.iocl.com/Products/HighSpeedDiesel.aspx>

[http://rbidocs.rbi.org.in/rdocs/Bulletin/PDFs/38T\\_BUL110610.pdf](http://rbidocs.rbi.org.in/rdocs/Bulletin/PDFs/38T_BUL110610.pdf)

<http://labourbureau.gov.in/indtab.pdfindiabudget.nic.in/es2006-07/chapt2007/tab53.pdf>

<http://www.eaindustry.nic.in/default.html>

<http://labourbureau.nic.in/indnum.htm>

(iv) The price variation under clause 47.1 shall not be payable for the extra items required to be executed during the progress of the work and where the rates payable for the extra items have been fixed as per the current market rates provided under Clause of General Conditions of Contract or mutually agreed.

(v) The clause No.47.1 is operative both ways, i.e. if the price variation in the said Wholesale Price Index for all commodities, Consumer Price Index (New Series) or price of HSD of Bangalore or cost of cement or steel or bitumen is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the NMPA shall be entitled to recover the same from the contractor and the amount shall be deductible from the Contractor's bill for the respective period in which there are fluctuation.

- (vi) In order to facilitate computation of price variation to be made under clause 47.1 the contractor shall keep such books of accounts and other documents as are necessary. The contractor shall allow inspection of the same by an Engineer or his nominee and shall at the request of the Engineer may require true copies of any document so kept and such other information as the Engineer may require for verification.
  - (vii) Calculation of Price Variation and Price Adjustment amount at the time of preparation of interim and final bill will be based on confirm indices and the prices of the POL products and bitumen products declared by IOC/BPCL/HPCL.
  - (viii) Save and except for what is provided in the foregoing clause, nothing herein shall be construed to entitle the contractor to reimbursement of any increase in the price of materials or in the wages of labour occurring at any time and for any reason whatsoever, including the imposition of any tax, duty or fee or an increase in the price of any petroleum product, coal, electricity or water effected by or under the order of the Central Government of a State Government.
  - (ix) The basic price (star rate) will be fixed as per the prevailing rate at the time of invitation of the tender before 28 days from date of submission of the tenders.
  - (x) The mobilization and de-mobilization shall not be considered for calculation of Price Variations and the price variation for the items quoted on Lump sum basis shall not be payable .
- 47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.
- 47.3 Subsequent Legislation
- If, after the date 28 (Twenty eight) days prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the contractor be determined by the Engineer or his nominee and shall be

added to or deducted from the contract price and the Engineer or his nominee shall notify the contractor accordingly with a copy to the Employer.

#### **48. Retention**

- 48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2 Retention Money shall be deducted at the rate of 10% from first Running Bill onwards subject to a max. of 5% of the contract price (Contract price including GST). Retention money shall be refunded after completion of defect liability period along with performance security.

#### **49. Liquidated Damages**

- 49A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half per cent ( $\frac{1}{2}\%$ ) of the contract price per week of delay, or part thereof subject to a maximum of 10 per cent of the contract price.
- 49A(i) The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half per cent ( $\frac{1}{2}\%$ ) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-Clause 49 A. In the event of forfeiting the LD/EMD/SD performance guaranty and while imposing penalty GST at applicable rate is applicable.
- 49A(ii) The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 49A(iii) The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 49A(iv) In the event of such termination of the contract as described in



clauses 49A(ii) or 49A(iii) or both the Employer shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

49A(v) In case Part / portions of the work can be commissioned and the Port operates the portion for commercial purposes, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

## **50. Nominated Subcontractors**

All specialists, merchants, tradesmen and others executing any work or supplying any good, materials, Plant or services for which provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract, the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "Nominated Subcontractors".

## **51. Advance payment (not applicable)**

The Employer shall make the following advance payments:

- 51.1 Mobilization Advance shall be paid up to 10% of Contract price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilisation of earlier advance.
- 51.2 Construction / installation equipment Advance shall be paid up to 5% of Contract price, limited to 90% of assessed cost of machinery.
- 51.3 Mobilization Advance and Construction Equipment Advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest rate at the discretion of the employer and against Bank Guarantee for Mobilization Advance and against hypothecation of Construction Equipment to the Employer.
- 51.4 Equipment advance will be paid in two or more installments. First installment shall be paid after Construction Equipment has arrived at the site and next installment shall be paid after satisfactory utilization of earlier advance (s).
- 51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original Contract work is

executed.

51.6 Secured Advance: The Engineer or his nominee shall make advance payment in respect of materials and plant brought to site but not yet incorporated and installed in the Works in accordance with conditions stipulated in the Contract Data.

75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of perishable nature should be adequately insured.

## **52. Securities**

52.1 Security deposit shall consist of two parts

- a) Performance security to be submitted at award of the work
- b) Retention Money to be recovered from Running Bills.

52.2 The Security Deposit at 10% of the Contract amount including GST of which 5% of contract price should be submitted as Bank Guarantee within 21 days of receipt of letter of acceptance and balance 5% recovered as retention money from running bills. Recovery of 5% of retention money shall commence from the first RA bill onwards @ 10% for each bill. The retention money shall be refunded after completion of defect liability period. The performance Bank Guarantee will be released after completion of defect liability period.

## **53. Removal of Craft or Plant which has sunk**

The Contractor shall forthwith and with dispatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him or to any sub-contractor employed by him (including also any plant which is held by the Contractor or any sub-contractor under agreement for hire or hire-purchase) which may be sunk in the course of the construction completion or maintenance of the Works or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the contractor shall set al such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable under General Conditions) and the Contractor shall refund to the Employer all costs incurred in connection therewith.

Contractor's Temporary Moorings

Should the Contractor need, in connection with implementing the Works, to

provide temporary moorings for his craft he may be allowed to do so in location and manner approved by the Engineer subject to all necessary permissions being first obtained by the Contractor from the authorities concerned. The Contractor shall not lay his temporary moorings such as to interfere with the port traffic and such moorings shall be removed if and when required by the Employer.

#### **54. Cost of Repairs**

53.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **55. Completion**

After completion of the work, the contractor will serve a written notice to the Engineer or his nominee/Employer to this effect. The Engineer or his nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

### **56. Taking Over**

The Employer shall take over the Site and the Works within seven days of the Engineer or his nominee issuing a certificate of Completion.

### **57. Final Account**

The Contractor shall supply to the Engineer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer or his nominee shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the Final Account is still unsatisfactory after it has been resubmitted the Engineer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

### **58. Submission of 'As built Drawings'**

"As built" Drawings are required to be submitted by the Contractor and shall be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## 59. Termination

- 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer or his nominee.
  - (b) The Engineer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
  - (c) The Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (d) a payment certified by the Engineer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Engineer or his nominee's certificate:
  - (e) The Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.
  - (f) The Contractor does not maintain a security which is required.
  - (g) the Contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and
  - (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

- 59.3 When either party to the Contract gives notice of a breach of contract to the Engineer or his nominee for a cause other than those listed

under Sub Clause 59.2 above, the Engineer or his nominee shall decide whether the breach is fundamental or not.

- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.
- 59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **60. Payment upon Termination**

- 60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **61. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**62. Release from Performance**

If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Engineer or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. SPECIAL CONDITIONS OF CONTRACT**

The conditions of contract shall be the general conditions of contract in Section-III (v) as modified or added by the following condition of special conditions as provided in Section – III(vi) herein, which shall be read and construed with the general condition in Section – 3 A to E as if they were incorporated therein. In so far as any of the condition of the special conditions may conflict or be in consisting with any of general conditions of in Section -3F- Special condition of the contract shall prevail.

### **63. Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer or his nominee, deliver to the Engineer or his nominee a return in detail, in such form and at such intervals as the Engineer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer or his nominee may require.

### **64. Compliance with labour regulations**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer / Engineer or his nominee shall also



have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

#### **65. Safety, Security and Protection of the Environment.**

Subject and without prejudice to any other provision of the Contract, the Contractor shall take all reasonable precautions:

- (a) In connection with underground water resources (including percolating water) to prevent
  - (i) Any interference with the supply to or abstraction from such sources
  - (ii) Pollution of the water so as to affect adversely the quality thereof.

- (b) All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

- (c) The Contractor at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.

The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.

All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

#### **66. Insurance of Works and Contractor's Equipment**

The Insurance shall be issued by Nationalized Insurance Company from its Mangalore Branch which has been determined by the Contractor to be acceptable to the Employer.

The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 25 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

- i. 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 Subcontractor.
- ii. 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 or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- iii. The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- iv. The Contractor 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 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.
- v. PERSONAL PROTECTIVE EQUIPMENTS The Contractor 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.

#### **67. War Risks Insurance**

If the Contractor receives instructions from the Employer to insure against war risks, such insurance if normally available shall be effected, at the cost of the Employer, with the Insurance Company acceptable to the Employer and shall be in the joint names of the Employer and the Contractor.

#### **68. Royalty**

Except where otherwise stated, the contractor shall pay to the authority all tonnage and other royalties, rent and other payments or compensation if any, for getting stone, sand, gravel, clay or other materials by him and his subordinates and his subcontractors and required for the works, at the rates and such conditions as notified by the State Government. The applicable rates for royalty is enclosed as Schedule-A in Volume -III. The contractor should submit the Mineral Dispatch Permit (MDP) in original for the quantity executed by the contractor for the requisite quantity of material incorporated in works for which MDP is issued by the authorized supplier. If contractor fails to submit the MDP in original the amount equal to 5 times the royalty charges shall be deducted from the contractor's bills as per prevailing orders issued by the Authority.

#### **69. Transport of Contractor's Equipment or Temporary Works**

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant or equipment materials or pre-constructed units or parts of units of work over roads, highways or bridges on which such oversized and over weight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be deemed to be included in his contract price.

#### **70. Transport of Materials or Plant**

The contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any claim made by the concerned authorities in respect of damage or injury to roads, highways or bridges. In case of failure of the Contractor to settle such claims and in case the Employer is held responsible for payment to the authorities, then the Employer shall

settle the claim and the Employer's expenses in this regard, as certified by the Engineer, may be deducted by the Employer from any money due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly with a copy to the Employer.

## **71. Labor Laws & Regulations**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bye-laws including all statutory amendments and re-enactment of State or Central Govt. and other local authorities and any other enactments and act that may be passed in future either by the State or the Central Govt. or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation And Abolition) Act 1970 and Equal Remuneration Act 1976, Employees' State Insurance Act, 1948, Factories Act, Minimum Wages Act, Provident Fund Regulations. Employees' Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the Contractor, the Engineer shall have the right to recover from the Contractor any sum required estimated to be required for making good the loss or damage suffered by the Employer. The Tenderers must have valid ESI and PF registration and shall maintain the records prescribed under ESI Regulations and PF Act & make the contribution towards ESI and PF in respect of persons employed by the Contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer –in –charge to the contractor on actual basis. The contractor shall make available such records for inspection by ESI and PF authorities during inspection and furnish the copies of such records to the employer regularly. The EPF and ESI contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer –in –charge to the contractor on actual basis. The minimum wages applicable for Mangalore City is enclosed as Schedule – B in Volume – III.

### **71.1. Accident Prevention/Safety Officer**

The Contractor shall have on his staff on site an officer dealing with all matters regarding safety and protection against, accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective

measures to prevent accidents.

#### 71.2 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.

#### 71.3 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing and on the site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

#### 71.4 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

#### 71.5 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the 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, and gift, barter disposal by his sub-contractors agents or employees.

#### 71.6 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any persons or person, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

#### 71.7 Festivals and Religious Customs

The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

#### 71.8 Epidemics

In the event of any outbreak of illness of an epidemic nature, the

Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Govt., or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

71.9 Employment of Person in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or other agencies engaged for any works of the Employer.

71.10 Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour employed for the purposes of or in connection with the Contract, including all fencing water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses fire prevention and fire-fighting equipment, **crèche for children** of his staff and labour employed for the purposes, furniture other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer. The land for construction of labour camps shall be allotted outside the security area to the extent available and such area allotted for labour camps will be charged a ground rent at TAMP approved rates depending upon the location. The ground rent is liable for change as per the prevailing TAMP rates from time to time during the currency of the contract.

71.11 Fair Wages, Records, Inspection

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean whether for time or piecework the respective rates of wages as fixed by the Public Works Department as fair wages for Dakshina Kannada District payable to the different categories of labourers of those notified under the Minimum Wages Act.

The Contractor shall maintain records of Wages and other remuneration paid to his employee in such form as may be convenient and to the requirements of the Employer/Engineer and the Labour Enforcement Officer (Central), Ministry of Labour, Govt. of India, or such other authorized person appointed by the Central Govt. The Contractor shall allow inspection of the aforesaid Wage Records and

Wage Slips to the Engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to any other person authorized by him on his behalf.

71.12 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the local police authorities immediately by the available means.

71.13 Observance by Sub-Contractors

The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

71.14 Port Entry Permission

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his Materials, labours and the staffs engaged in the works. The Contractor has to get the vehicle and labour RIFD based passes for the entry inside the wharf area based on prevailing rates.

71.15 Site - Protected Area

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the New Mangalore Port Authority with regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits.

The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

The entry and exit of construction equipment, Plants, construction materials etc., into the Port premises is also regulated by Gate passes. These gate passes will be issued by the Engineer and the Contractor shall produce the same at the security Gate during the entry and exit of the materials. The duplicate copy of the inward pass shall be retained by the Contractor and shall be produced at the Gate during the exit of the materials along with the outward gate pass.

**72. Life Saving Appliances and First Aid**

The Contractor shall provide and maintain upon the Works sufficient proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

**73. Diving Operations**

- a) Any diving work shall be carried out in accordance with the Diving Operations Regulations of the Government of India.
- b) Before any diving work is undertaken the Contractor shall supply the Engineer or his representative with two copies of the Code of signals to be employed and is to have a copy of such Code Prominently displayed on the craft or structure from which the operations take place

**74. Bribes**

If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and termination had been made pursuant to that Clause.

The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc) in connection with the bid.

The bidder shall execute Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement Appendix II. The following Independent External Monitor (IEM) is nominated.

Dr. Sudhash Chandra Khuntia, IAS (Retd.)

16-C, MCHS Colony, HSR Layout (sector – 6)

Bangalore – 560 102

Mob. 9868247979

Email: skhuntia@hotmail.com



Details to be Confidential

The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

#### **75. Contractor's Temporary works, office, etc.**

76.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work and temporary platforms etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Chief Engineer. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as New Mangalore Port Authority, Police, Customs, etc. would be complied with.

76.2 Submission of Reports, Returns, etc.

All reports, statements, returns, drawings, diagrams etc. which the Contractor is required to submit to the Engineer during the progress of the Works, shall be furnished in triplicate without any additional cost.

#### **76. Water Supply**

Water to the extent available will be supplied to the Contractor at a fixed point on the main water supply line within the Port area. The plumbing connection and extension of necessary supply pipeline to the working area shall be arranged by the Contractor at his own cost. The Contractor shall also provide a water meter at his cost for metering the quantity of water used. Charges for the consumption of the water will be paid by the Contractor to the Employer at the prevailing rate notified time to time during

the currency of the Contract. For non-supply of water at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

### **77. Power Supply**

The Electricity connection for lighting, welding and other mechanical works to the extent available will be made available by the Employer within the Port area. Drawing of power lines etc. from the available point of supply of power to the actual work site either by overhead lines or underground cables shall be arranged by the contractor at his cost. The temporary lines and connections by the Contractor shall be approved by the Engineer's representative before availing power. The Contractor shall provide Trivector Meter to read consumption in units, power demand and power factor.

The Contractor shall indicate his requirement of power to the Engineer within 15 days from the date of the letter of acceptance of the tender. If the power requirement is more than 50 KW, the Contractor has to avail the power supply at 11 KV and install his own transformer of suitable capacity and work carried out as per IE Rules & Regulations as approved by the CEA. The Contractor shall pay to the Employer, the power charges as per the prevailing Tariff schedule of MESCOM in force during the work of the Contractor with applicable demand charges and security deposit along with departmental charges @ 23.75% of the bill amount. The Contractor shall also pay the connection and disconnection charges as applicable.

The Contractor shall ensure that the power factor of the system does not fall below 0.90 at any time and shall provide at his cost required capacity capacitors bank to maintain the Power Factor of all power loads. If the capacity of the capacitor found less than stipulated as per regulation during inspection, surcharge at Rs. 0.03 per unit will be levied. The contractor shall pay refundable Security Deposit before availing the power supply.

The Contractor shall submit a complete drawing of the power points, wiring, diagram indicating all electrical loads, earthing etc. in complete shape along with the completion report. The Trivector Meter provided is calibrated either by M/s. MESCOM or NITK, Surathkal, and such a Certificate to be produced. For non supply of power at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

### **78. Taxes and Duties**

79.1 The Contractor shall pay tax if any, and other levies as applicable from time to time. GST at applicable rate shall be shown separate line items in the tax invoice.

79.2 Sales / Turnover Tax on Works Contract(**DELETED**)

## 79.3 Income Tax

The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.

## 79.4 Goods and Service Tax

The contractor shall not include GST component in rate. The GST shall be paid to the contractor separately as applicable. The contractor shall submit running account bills indicating GST separately as applicable. The Contractor shall be responsible for the payment of GST applicable, to the GST authority.

**79. Price Adjustment (not applicable to this contract)**

The following clause shall be read in continuation to clause no. 47 of GCC. The sanction towards the compensation for escalation or deduction on account of de-escalation and the amount thus sanctioned will be included in the next running account bill or final bill as the case may be. The cost of work for which escalation/de-escalation is applicable / deductible shall be worked out as per cl. 32.8.6.1., CPWD works manual, 2003.

The cost of work for which escalation/de-escalation is applicable / deductible shall be worked out as below:

- (a) Gross value of work done up to this quarter (A)
- (b) Gross value of work done up to the last quarter (B)
- (c) Gross value of work done since previous quarter (a) – (b) (C)
- (d) Full assessed value of SA fresh paid in this quarter (D)
- (e) Full assessed value of SA recovered in this quarter (E)
- (f) Full assessed value of SA for which escalation is payable in this quarter (d) – (e) (F)
- (g) Advance payment made during the quarter (G)
- (h) Advance payment recovered during the quarter (H)
- (i) Advance payment for which escalation is payable in this quarter (g)– (h) (I)
- (j) EI paid based on prevailing M/R during the quarter (J)

$$X = C \pm F \pm I - J$$

$$Y = 0.85 X$$

(k) Less cost of materials supplied by the department & recovered during the quarter (K)

(l) Less cost of services tendered at fixed charges & recovered during the

quarter (L)

(m) Cost of work for which escalation/de-escalation is applicable  $W=Y - (K + L)$

### **80. Noise and Disturbance**

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims demands proceedings damages costs charges and expenses whatsoever in regard or in relation to such liability.

### **81. Safety Code**

Necessary Indian Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same. The set of such conditions (regulation) is available with NMPA and the contractor is required to go through it before tendering.

Besides the above, the Contractor shall also scrupulously adhere to and observe the following safety codes:

The Contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

Suitable and strong scaffolds should be provided for the workmen for all work that cannot be safely done from ground. No portable single ladder shall be over 8 meters in length.

Hoisting machines and tackles used in the works including their attachments, and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used for hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.

The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform shall be provided with suitable fence to prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling materials such cement, cement mortar, concrete, lime mortar and asphalt shall be provided with protective

footwear and rubber hand gloves and thin cloth for covering face and head. Those engaged in welding work shall be provided with welder protective eye shield and glove.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

## **82. Port Authority Rules**

The Contractor shall observe the Conservancy Rules relating to the harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable materials be allowed to spill into the harbour waters.

The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

## **83. Execution of work**

The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area. The Contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.

All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before stacking at the site of work.

Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

## **84. Customs Duty**

Being Port Development Project, Customs Duty shall be applicable as per project import chapter 9801.00 read with Notification 17-2001, serial No. 38 (vi) and Notification 42-96 amended by 21-2000 of customs tariff, Government of India.

Customs Duty leviable shall be paid directly by the Contractor to the Customs Authorities, Government of India. The Employer shall reimburse this amount upon submission of documentary evidence in original for the proof of payment of such Customs Duty. The reimbursement of such

amount towards Customs Duty shall be limited to the Ceiling amount quoted by the Contractor in the Bill of Quantities as above. If the Contractor incurs Customs Duty Levy less than the said Ceiling Amount, the reimbursement by the Employer shall be limited to the documented cost of Customs Duty levies actually paid to the Customs Authorities, Government of India. If the Actual Customs Duty levies paid by the Contractor exceeds the said Ceiling Amount, then the reimbursement by the Employer shall be limited to the Ceiling Amount. The reimbursement of the Customs Duty will be limited only to the Imported Materials listed in "Preamble and Bill of Quantities", BOQ No. \_\_. During the execution of the Works, if it necessitates for expeditious completion of the Works, Contractor may resort to import of any of the materials not listed aforesaid, with the approval of the Employer. However, the aggregate amount of Customs Duty to be reimbursed shall not exceed the lump sum amount offered in the Priced Bill of Quantities.

It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Government authorities and get the Imported Materials cleared and transported in time. The Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipments and plant to storage godowns, yards, sites etc. The contractor shall be fully responsible for any delays, penalties charges and losses if any in this regard.

The Employer shall upon request from the Contractor along with necessary details, provide recommendatory letter(s) for Imported Materials at concession rate or Customs Duty as applicable. However, the responsibility for obtaining such concession rate of customs duty shall be that of the Contractor.

It shall be the responsibility of the Contractor to check the latest position on Customs duty levies applicable and the Employer does not accept any liability on the account. For bill of Lading, the "Consignee" for permanent materials to be incorporated into the Works will be the New Mangalore Port Authority. The Contractor will be "Notify Party". Notwithstanding the above, obtaining "Essentiality Certificate" (if any), payment of deposit (if any) towards Customs Duty, etc. shall be the responsibility of the Contractor.

The Contractor shall give an undertaking follows:

- a) Being the ultimate Employer of the materials to be imported and incorporated into the works covered under the Tender \_\_\_\_\_ we request New Mangalore Port Authority to be consignee in the matter of permanent materials to be imported by us at our cost

(covering payments of materials by letter of credit) including freight, insurances, taxes and any other charges whatsoever payable in connection with the import and its incorporation into the work.

- b) We hereby confirm, in the event of New Mangalore Port Authority becoming consignee, it will not absolve us from any of the obligations, and will not alter the payment terms under the Contract No. SCB II/ 2009 dated ..... between ..... (*the Contractor*) and New Mangalore Port Authority.
- c) New Mangalore Port Authority becoming a consignee is a matter of convenience and we undertake to abide by all the obligations, responsibilities etc. as if we are our self a consignee.
- d) In respect of nay consequences arising out of New Mangalore Port Authority becoming the consignee we hereby unequivocally and irrevocably agree to indemnify New Mangalore Port Authority for such consequences.
- e) We also undertake and confirm to obtained all permits and licenses etc. at our own cost. New Mangalore Port Authority's responsibilities in this regard will be the same as under the said contract and limited to issuing required recommendatory letters for obtaining such permits and licenses.
- f) *This undertaking does not in anyway vitiate our contractual liabilities and obligations cast upon us by Contract No. SCB II/ 2009 dated ..... between .....(the Contractor) and New Mangalore Port Authority.*

## **85. Drawings & Designs**

- (a) General details of the works are shown on the drawings accompanying this tender document. The Engineer will supply to the Contractor from time to time during the progress of the works such further working drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If the Contractor requires more sets he will have to make his own arrangement at his cost. Residual Design, Detailing & Engineering: - The Engineer to the project has done the detailed design and engineering for the subject tender. During execution of the work the residual design, detailing and engineering, if needed, is to be carried out by the contractor at no extra cost to the Employer. For equipment/ Installations detailed

drawings need to be produced by the contractor at no extra cost to the Employer. The contractor shall also get approved such design, detailing & engineering from the Engineer.

- (b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the contractor, who shall carry out the work in accordance therewith. The contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved in addition to these working drawings and calculation sheets as approved. In addition to these working drawings are also to be submitted (the same procedure as in the case of the contractor) in respect of any work proposed to be executed by sub-contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the contractor of responsibility in connection with the execution of the altered/modified or subcontractor's work.

- (c) Submission of 'As built Drawings'

"As built" Drawings are required to be submitted by the Contractor and shall be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **86. Monsoon Period**

Monsoon period will be reckoned from 1st June to 30th September.



## 87. Progress Report

The following reports shall be submitted for review; as an input to the Management meeting to be held as per Clause No 31 of Conditions of Contract.

### 88.1 Daily reports

The contractor shall submit daily report indicating daily activities, weather condition, actual manpower, equipment and the prominent materials available and arriving to site. The contractor shall submit the daily report format to the Department for prior approval.

### 88.2 Monthly Reports

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in triplicate. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Sub-Contractor,

Photographs in hardcopy & digital copy and videography in two sets showing the various stages of progress on the Site monthly;

For the supply of manufactured items, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

Commencement of manufacture,

Contractor's/Engineer's inspections,

Tests,

Shipment and arrival at the Site;

Copies of quality assurance documents, test results and certificates of Materials;

Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

### **88. Completion Documents**

To treat that the work has been completed and issue a final payment certificate, the following documents will be deemed to form the completion documents:

- i. The Technical documents according to which the work was carried out.
- ii. Certificates of final levels and dimensions as set out for various works.
- iii. Certificates of tests performed for various works.

### **89. Facilities / Services to be provided at the site (Not Applicable)**

After the issue of Engineer's notice to commence, the Contractor shall as soon as possible, make available of the following facilities for the staff of the Engineer at the Site of Work, all to the approval of the Engineer or his Representative and the Contract Price shall be deemed to be inclusive of the provision for these facilities:

Provide and maintain, throughout the period of Contract, one no of Office accommodation at site office / Porta cabin measuring not less than 4m x 5m. each, with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative, his staff.

Provide and maintain suitable furniture for the office, including: Tables with two lockable drawers and chairs, Almira with shelves and necessary electrical fittings.

Provide and maintain, throughout the period of Contract, a Toilet along with washroom facilities with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative, his staff.

Desk top Computers of latest configuration with printers and all other necessary accessories, internet and loaded with the latest version of software like M.S. Office, AutoCAD etc. with windows operating system.

One photocopying machine capable of Black & White copying / Scanning A4 & A3 size of paper, with auto feed of papers (Source to be copied) along with sorting facilities.

The contractor shall make available during the currency of contract all the Survey instruments and various measuring devices necessary for the execution of the project.

A lock and four (4) keys for the office room. There shall be no spare keys in the possession of any person other than Engineer's Representative.

### **90. Payments**

The Clause No. 43 payments shall be replaced as follows

- i. The Contractor has to submit the bill within 7 days of joint measurement taken along with the concerned Engineer. The Engineer has to ensure

that joint measurement to be completed within 7 days of completing of part work / running work. The concerned Engineer i/c shall check and make entries into bill/M.B within 10 days of submission of the interim bill and submit to Executive Engineer/ Superintending Engineer (Civil). The Executive Engineer/ Superintending Engineer (Civil) shall check the bills and after certification of the quantities as per manual shall forward to the Finance Department within 3 working days. The Contractor and Assistant Engineer both jointly complete the measurements, if Contractor due to any reason does not attend/avoid joint survey/measurements the Executive Engineer shall give notice to the contractor to be present at the site for joint measurement within 7 days' notice. If the contractor fails to attend the joint measurement second notice shall be issued to the contractor to attend the joint measurement within 3 days failure to attend the site for joint measurement the Assistant Engineer and AEE or EE would record the reason and complete the measurements in a transparent manner departmentally and submit the bill. Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.

- ii. Interim of bill amount will be paid within 14 days of submission of the bill.
- iii. Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission
- iv. The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc
- v. If an amount certified is increased in a later certificate as a result of an award by the DRB or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- vi. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **91. Retention**

The Clause No. 48 Retention shall be replaced as follows

The Employer shall retain from each payment due to the Contractor the

proportion stated in the Contract Data until Completion of the whole of the Works.

Retention Money shall be deducted at 10% from Running Bills subject to a max. of 5% of the contract price plus Goods Service tax applicable. Retention money shall be refunded after issue of No defects certificate.

**92. Submission of statutory documents**

The successful bidder, within 7 days from the date of work order, shall submit self-attested copy of statutory documents such PAN card, GST registration certificate, ESI registration certificate, EPF registration certificate, Labour Identification Number (LIN) and any other documents required for successful completion of work.

## G. SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN CONSTRUCTION WORK

- (a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer and workers @ 13.61% and 12% respectively. The benefits payable under the Act are:
  - (i) Pension to family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of

wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,
- k) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

## v) CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

| Sl. No. | Description   | Reference Cl. No. |
|---------|---|-------------------|
| 1       | The following documents are also part of the Contract   |                   |
|         | The Schedule of other contractors   | (8)               |
|         | The Schedule of Key personnel   | (9)               |
| 2       | The above insertions should correspond to the information provided in the Invitation of Bids.   |                   |
| 3       | The Employer is   | (1)               |
|         | New Mangalore Port Authority,<br>Panambur,<br>Mangalore – 575010  |                   |
|         | Name of Authorized Representative:  |                   |
|         | Name :<br><br>Chairman,<br>New Mangalore Port Authority,<br>Panambur,<br>Mangalore – 575010   |                   |
| 4       | The Engineer is   |                   |
|         | Name :<br>Chief Engineer (C),<br>New Mangalore Port Authority, Panambur,<br>Mangalore- 57501010   |                   |
|         | Name of Nominee is  |                   |
|         | Name :<br>Superintending Engineer (SE(C-II))<br>Civil Engineering Department,<br>NMPA, Panambur, Mangalore- 575010                              |                   |
| 5       | The name and identification number of the Contract is   |                   |
|         | Name of Contract :- "Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14."<br>Tender no: CIVIL/CE(C)/EE(C)/26/2024-25 | (1)               |
| 6       | The works consist of Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14..  | (1)               |

| Sl. No.                        | Description   | Reference Cl. No.                                 |  |  |
|--------------------------------|---|---|--|--|
| 7                              | The start date shall be 15 days from the date of Issue of Letter of Acceptance. However the work shall be commenced only after signing contract agreement   | Conditions of contract A-General<br>1.Definitions |  |  |
| 8                              | The Contract price is the price stated in the letter of acceptance. However payment will be made as per actual work done accordance with the contract provisions.   | 1.Definitions                                     |  |  |
| 9                              | The Intended completion Date for the whole of the Work is 9 (Nine ) Months (including monsoon) with the following milestones:   | (17,28)   |  |  |
| 10                             | <p>Milestone dates:</p> <table border="1" data-bbox="316 813 1166 943"> <tr> <td data-bbox="316 813 740 943">Physical works to be completed</td> <td data-bbox="740 813 1166 943">Period from the date of commencement of work</td> </tr> </table> <p>Milestones dates shall be provided to the Contractor by the Executive Engineer executing the work ,for completion of the work as per the scheduled date.</p>  | Physical works to be completed                    | Period from the date of commencement of work |  |
| Physical works to be completed | Period from the date of commencement of work  |   |  |  |
| 11                             | <p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> <li>(1) Form of Agreement</li> <li>(2) Letter of Acceptance</li> <li>(3) Contractor's Bid</li> <li>(4) Contract Data</li> <li>(5) Conditions of Contract including Special Conditions of Contract</li> <li>(6) Specifications</li> <li>(7) Drawings</li> <li>(8) Bill of quantities and</li> <li>(9) Any other documents listed in the Contract Data as forming part of the Contract.</li> <li>(10) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</li> </ol> | (2.3)   |  |  |
| 12                             | The Contractor shall submit a Program for the Works within 14 days of delivery of the letter of Acceptance.   | (27)  |  |  |



| Sl. No. | Description   | Reference Cl. No. |
|---------|---|-------------------|
| 13      | The site possession date<br>The site will be handed over immediately after issue of Letter of acceptance and the site is free from encumbrances.  | (21)              |
| 14      | The site is located at Panambur in NMP area and is defined in drawing No. 21/113-LP   |                   |
| 15      | The Defects Liability Period is 2 (Two ) year.  | (35)              |
| 16      | The minimum insurance cover for physical property, injury and death is Rs. 5,00,000/- (Rupees five Lakhs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. | (13)              |
| 17      | The following events shall also be Compensation Events:<br>The Employer terminates the contract for his convenience.  | (44)              |
| 18      | The period between Programme updates shall be 30 days.  | (27)              |
| 19      | The amount to be withheld for late submission of an updated Programme shall be Rs. 25,000/-.  | (27)              |
| 20      | The Penalty for the delay in submission of the Performance Security 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.  | (52.2)<br>34.1    |
| 21      | The language of the Contract documents is English.  | (3)               |
| 22      | The law, which applies to the Contract, is the law of Union of India.   | (3)               |
| 23      | The currency of the Contract is Indian Rupees.  | (46)              |
| 24      | Fees and types of reimbursable expenses to be paid to the Dispute Review Board as per actual and equally shared by both the parties.  | (25)              |
| 25      | The Dispute Review Board shall be constituted after signing of the agreement on mutually agreed terms.(Appendix 1). (Not applicable to this contract)   | (25)              |
| 26      | Price Adjustment (deleted)  | (47)<br>(80)      |
| 27      | The proportion of payments retained (retention money)   | (48)              |

| Sl. No. | Description   | Reference Cl. No. |
|---------|---|-------------------|
|         | shall be 10% of total tax invoice value from each running bill subject to a maximum of 5% of the contract price (Contract price including GST) as applicable.   |                   |
| 28      | The maximum amount of liquidated damages for the whole of the works is 10 % of the contract price plus taxes and duties. The half per cent (½%) per week L.D is applicable for delay period of $\frac{1}{3}$ of contract period and thereafter 10% L.D is applicable. | [49]              |
| 29      | Clause No. 49A (v) deleted.   |                   |
| 30      | Advance payment is not applicable to this contract  | [51]              |
| 31      | Repayment of secured advance: deleted   | (51.6)            |
| 32      | The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price.   | (52)              |
| 33      | Performance Security in the form of Bank guarantee for 5% of contract price (Contract price including GST)  | (52.2)            |
| 34      | The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section III (iv) of the Bidding Documents.  | Annexure-A        |
| 35      | The Contractor has to submit the final claim for reimbursement of ESI and EPF contribution on the part of the employer in respect of this contract within 60 days from the date of completion of work.  | (71)              |

## vi) FORM OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annexure A: Performance Bank Guarantee

Annexure B: Bank Guarantee for Advance Payment

**Annexure A****PERFORMANCE BANK GUARANTEE**

To: The Board of New Mangalore Port Authority, a body constituted under Major Port Authority Act 2021 [name of Employer] Panambur New Mangalore 575010 [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]1 \_\_\_\_\_ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs..... (Rupees ..... only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our

liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this  
..... day of .....

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

**Annexure B (not applicable)****BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer]  
 \_\_\_\_\_ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of

1

\_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]1 \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs.....(Rupees .....only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this  
.....day of .....

Yours truly,

Signature and seal:\_\_\_\_\_

Name of Bank/Financial Institution:\_\_\_\_\_

Address:\_\_\_\_\_

Date:\_\_\_\_\_ 1. An amount shall be inserted by the bank or  
financial institution representing the amount of the Advance Payment, and  
denominated in Indian Rupees.

**APPENDIX - I (Not applicable to this contract)**

TO GENERAL CONDITIONS OF CONTRACT

DISPUTES REVIEW BOARD AGREEMENT

THIS AGREEMENT, made and entered into this ..... Day of  
 ..... 20..... Between ..... ("the Employer")  
 and.....  
 ..... ("the Contractor"), and the Disputes  
 Review Board ("the Board") consisting of One / three Board Members, (1)  
 ..... (2)  
 ..... (3)  
 .....

[Note: Delete whatever is not applicable]

WITNESSETH, that  
 WHEREAS, the Employer and the Contractor have contracted for the construction  
 of the .....  
 .....  
 ..... (Project name)

..... (the "Contract") and  
 WHEREAS, the contract provides for the establishment and operation of the Board  
 NOW THEREFORE, the parties hereto agree as follows:  
 The parties agree to the establishment and operation of the Board in accordance  
 with this Board Agreement.

Except for providing the services required hereunder, the Board Members should not give any advice to either party or to the Engineer or his nominee concerning conduct of the Works.

- The Board Members:
- (a) shall have no financial interest in any party to the contract or the Engineer or his nominee, or a financial interest in the contract, except for payment for services on the Board.
  - (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the Board.
  - (c) shall have disclosed in writing to the parties prior to signature of this Agreement



any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or his nominee, and any and all prior involvement in the project to which the contract relates;

- (d) shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or his nominee, except as a Board Member.
- (e) shall not, while a Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a Board Member is completed;
- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

Except for its participation in the Board's activities as provided in the contract and in this Agreement none of the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

The Contractor shall :

- a) furnish to each Board Members one copy of all documents which the Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
- b) in co-operation with the Employer, co-ordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.

The Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the Board's issuance of its Recommendations on all disputes referred to it.

Board Member shall not assign or subcontract any of their work under this Agreement.

The Board Members are independent and not employees or agents of either the Employer or the Contractor.

The Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the Board.

Fees and expenses of the Board Member[s] shall be agreed to and shared equally by the Employer and the Contractor. If the Board requires special

services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed.

Board Site visits :

- a) The Board shall visit the Site and meet with representatives of the Employer and the Contractor and the Engineer or his nominee at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site failing agreement shall be fixed by the Board.
- b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer, the Contractor and the Engineer or his nominee.
- c) If requested by either party or the Board, the Employer will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or his nominee.

11. Procedure for disputes referred to the Board:

- a) If either party objects to any action or inaction of the other party or the Engineer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or his nominee stating that it is given pursuant to Clause 65 and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the Board either party may refer the dispute to the Board by written Request for Recommendation to the Board, the other party and the Engineer or his nominee stating that it is made pursuant to Clause 65.
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
- e) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Member before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

- f) During the hearing, the Contractor, the Employer, and the Engineer or his nominee shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing, to the Employer, the Contractor and the Engineer or his nominee as soon as possible, and in any event not more than 28 days after the Board's final hearing on the dispute.

12. Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the Board. Private Sessions of the Board may be held at any location convenient to the Board.
- b) The Employer, the Engineer or his nominee and the Contractor shall have representatives at all hearings.
- c) During the hearings, no Board Member shall express any opinion concerning the merit of any facet of the case.

After the hearings are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or his nominee. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Note: Delete if it is one member Board]

- 13. If during the contract period, the Employer and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly; the Employer and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall be referred to Arbitration straightaway.

The Employer and the Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

**APPENDIX - II**

TO SPECIAL CONDITIONS OF CONTRACT  
PRE CONTRACT INTEGRITY PACT AGREEMENT

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 \_\_\_\_\_, Chief Engineer (Civil), (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 Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14. 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. Commitments of the 'BUYER/ EMPLOYER'**

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In **case** any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

- 3.1 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.:-
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 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.

- 3.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.5 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 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.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 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.

3.14 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'.

3.15 The bidder signing IP shall not approach courts while representing the matters to IEMs and he / she / they will wait their decision in the matter.

#### 4. **Previous Transgression**

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

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

#### 5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount 533000/- (Rupees Five Lakh ThirtyThree Thousand Only) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

i) Paid by RTGS in favour of FA&CAO, NMPA

The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 148days or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

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

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

## 6. Sanctions for Violations

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable



from the money(s) due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## 7. Fall Clause

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

## 8. Independent Monitors

8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission Name and Address of the Monitor:

Dr. Sudhash Chandra Khuntia, IAS (Retd.)  
 16-C, MCHS Colony, HSR Layout (sector – 6)  
 Bangalore – 560 102  
 Mob. 9868247979  
 Email: skhuntia@hotmail.com

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

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

#### 11. Other Legal Actions

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

#### 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

BUYER/EMPLOYER

BIDDER

Name of the Officer  
OFFICER  
and Designation

CHIEF

EXECUTIVE

Witness

Witness

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

1. \_\_\_\_\_  
2. \_\_\_\_\_,

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



**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore**

**“Replacement of damaged fenders at jetty No 12, 13,  
Berth No 8 and Berth No 14.”**

**TENDER DOCUMENT**  
**Volume - II**

## NEW MANGALORE PORT AUTHORITY

## CIVIL ENGINEERING DEPARTMENT

Tender no: CIVIL/CE(C)/EE(C)/26/2024-25

Tender for

“Replacement of damaged fenders at jetty No 12, 13, Berth No 8 and Berth No 14.”

|            |             |   |
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| Volume I   | Section I   | i) Notice Inviting Tenders<br>i) Instructions to Tenderers<br>ii) Annexure (1 to 14)  |
|            | Section II  | i) Form of Agreement  |
|            | Section III | i) Conditions of Contract: Part A - E: General Conditions<br>ii) Conditions of Contract : Part F: Special Conditions<br>iii) Contract Data<br>iv) Form of Securities (A & B)<br>v) Appendix – I and Appendix - II |
| Volume II  | Section IV  | i) Technical Specifications   |
|            | Section V   | ii) Drawings  |
| Volume III | Section VI  | i) Preamble<br>ii) Bill of Quantities<br>iii) For of tender   |
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## **TECHNICAL SPECIFICATIONS**

### **1. GENERAL**

#### **1.1 INTRODUCTION**

The intent of this technical specification covers construction of all civil works as covered in the scope of contract as per drawings supplied by Owner. All civil works shall be carried out as per design / drawings standardized by the Consultant / Owner and the specification provided by the Consultant/Owner. All standard drawings are enclosed with the tender documents. In case any item is not covered under specification then the same shall be carried out as per CPWD specification and applicable Standards and Codes. Any item for which specification is not provided herein and is not covered under CPWD specification shall be executed as per manufacturer guidelines. All materials shall be of best quality conforming to relevant Standards and Codes. In case of any conflict between Standards /Code and Technical Specification, the provisions of Technical Specification shall prevail, and the Engineer's decision on interpretation shall be final.

The Contractor shall furnish all labor, tools, equipment, materials, temporary works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with drawings, specifications and direction of Owner.

The bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon patterns, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.

#### **1.2 Brief Description of Works**

The scope of work is defined in the Notice Inviting Tender. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work till completion.

The work shall be executed in accordance with the specification stipulated in the Bill of Quantity and other bidding documents read along with CPWD (Central Public Works Department) specifications for civil works and IS codes with up-to-date revisions. For non-schedule items specification as given along with tender document and similar items of CPWD shall be applicable.

The list of references for civil works are CPWD specifications, relevant IS codes and best practices.

### **1.3 Site location, Boundaries and Possession**

The location and boundaries of the Site are shown on DRAWING No.21/113-LP. The Contractor shall confine his activities strictly to the allotted site area(s) and shall not allow his personnel to trespass upon any other areas occupied by the Employer.

### **1.4 Site Datum and Base Lines**

A base line shall be established within the working area by the Contractor. The base line shall be referenced to the site co-ordinate system (based on the Local Coordinates of New Mangalore Port). This bench mark and base line will be the basis for the setting-out for all the Works. The main levels and lines for each portion of the Works shall be established from the bench mark and base line by the Contractor.

### **1.5 Site Conditions**

#### **1.5.1 Location of Work**

As per enclosed location plan.

#### **1.5.2 Climate**

The climate at Mangalore is tropical with high humidity and a maximum shade temperature of 36°C. The average annual rainfall is approximately 3330 mm and concentrated in the south-west monsoon months of June, July, August and September during which period the average rainfall is as much as 82% of the total annual rainfall.

#### **1.5.3 Wind**

The wind in the monsoon months of June, July and August are predominantly from south-west and west with a maximum intensity of 5 on the Beaufort Scale. The winds in the remaining months of the year are predominantly from the north-west and the maximum intensity during this period is also of 5 on the Beaufort Scale.

#### **1.5.4 Cyclones**

Even though Mangalore is within the cyclonic area of storms originating in the Arabian Sea and those that enter across the Indian Peninsula from Bay of Bengal, cyclones are not as severe or frequent as in the Bay of Bengal. The maximum wind speed so far recorded in cyclonic storm, generally does not exceed 62 kmph (16.9 m/sec.) except one during 1965 when the maximum speed recorded was 97 kmph (26.9 m/sec.)

#### **1.5.5 Visibility**



Thirty year period observations conducted by the Indian Meteorological Department reveal that poor visibility (visibility less than 4 Kms) is encountered for about 10 days in the south-west monsoon period. The maximum number of foggy days in a year is only 3.

#### 1.5.6 Site Preparation

The Contractor shall furnish all necessary supervision, labour, materials, equipment and tools for Site Preparation, clearing and all other works. Clearing shall mean to completely demolish, remove and dispose with all leads, lifts and descents from the area marked, trees, bushes, deadfalls, embedded logs, dislodged roots, stumps, snogs, boulders, mounds, existing structures and other objectionable materials. The areas required to be cleared shall consist of the work Site, ditches, borrow pits, diversions and all other areas necessary for the construction work as directed by the Engineer-in-Charge.

Before any Temporary Works are commenced, the Contractor shall submit his proposal along with complete drawings of all Temporary Work, he may require for the execution of the Works in advance to the Engineer for approval. The Contractor shall also submit his calculations relating to the design of temporary works, strength, etc. if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Contractor's own cost. The Contractor shall be solely responsible for the stability and safety of all Temporary Work.

It will be the responsibility of the Contractor to make timely procurement of all materials and mobilize all essential equipment for both Temporary and Permanent Works.

#### 1.6 Site Information

The reference is invited to detailed drawing of the construction site for adaptation of methodology for the construction of foundation. However, on account of this change in the geographical profile of site, no extra cost for additional arrangement required to be made will be paid for.

#### 1.8 Records

Complete records of all operations connected with the work shall be kept by the Contractor. The Contractor shall submit to the Engineer-in-charge for approval his proposal of the manner of presentation of these records. Three copies of all such records shall be furnished to the Engineer-in-charge on completion of each test or operation.

## 2. Technical Specification

### 2.1 1600H super cell Fender

Manufacture, testing and Supply of 1600H 'SUPER CELL' type fender with RS grade rubber along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing with all fixtures, such as anchoring bolts(M48),nuts, locknuts & frontal frame fixing bolts(M48) of SS-316. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and sparking pad fixed with M16 bolts of SS-316. The frontal frame shall be painted after fabrication with two coats of 40-60 microns primer of epoxy paint and final three coats of 100-120 micron thick epoxy paint after de-greasing and cleaned by sand blasting etc. complete. The technical specifications of fender are as below:- Energy absorption 128.00 TM and Horizontal reaction force 195 Tons at Maximum deflection 52.50% Maximum size of vessel 85,000 DWT & approach velocity 15cm/Sec. etc., complete.

### 2.2 1700H Cell Fender

Manufacture, testing , Supply and commissioning / installation of of 1700 H cell fenders system with including removable type of frontal pads of Size 2.600 mts x 4.30 mts x 0.275 for berthing dolphin from an approved manufacturer meeting the berthing energy absorption and reaction forces requirement given in Technical Specifications & drawings for the said type of fenders. Cell fender of type SUC 1700 H RH grade Fender Bridge type 0.9 or equivalent, on Berthing dolphin, including removable type frontal pads and all necessary fixtures. The rate should include design, supply, installation, testing & commissioning of fenders and necessary fixtures such as chains, 'U' bolts, fasteners etc. complete.

### 2.3 800H Fender

Manufacture, testing , Supply and commissioning / Instalation of of Cell fender of type SUC 800 H RH grade Fender Bridge type 0.9 or equivalent, cell fenders system with including removable frontal pads of size 1.80 mts x 1.80 mts for flexible dolphins system from an approved manufacturer meeting the berthing energy absorption and reaction forces requirement given in Technical Specifications & drawings for the said type of fenders. The rate should include design, supply, installation, testing & commissioning of fenders and necessary fixtures such as chains, 'U' bolts, fasteners etc. complete. Cell fender of type SUC 800 H RH grade Fender Bridge type 0.9 or equivalent, on Flexible dolphin, including removable type frontal pads and all necessary fixtures.

#### 2.4 "Hyper Cell / Cone " type fender

Manufacture, testing , Supply of 1200H "Hyper Cell / Cone " type fender of J4 grade rubber along with Box type frontal frame of 2.44x2.44x0.25m size with 20mm plates confirming to the standard specification and drawing with all fixtures, such as anchoring bolts, required chains weight and safety. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and anti-sparking pads fixed with M16- bolts of SS-316. The frontal frame fixed to the fenders with 1-1/2" bolts, nuts, lock nut of SS-316. . The frontal frame shall be of box type and painted after fabrication with one coat of primer and two coats of epoxy paint of 130-150micron thick after de-greasing and cleaned by sand blasting etc., complete. The technical specifications of fenders are also shown along with drawing. Energy absorption 100.90 TM and Horizontal reaction force 165.30 Tons at Rated deflection 67.5% and fixing the above supplied fender sets with safety and shear chains, hooks as required for fixing the fender to the existing concrete surface including cost of all labour, machineries, tools and plants and all other incidental charges etc. complete as directed by the department. (Stand by ).

#### 2.5 1200H "Hyper Cell / Cone " type fender

Manufacture, testing , Supply and fixing/ instalation / Commissioning of 1200H "Hyper Cell / Cone " type fender of J4 grade rubber along with Box type frontal frame of 2.44x2.44x0.25m size with 20mm plates confirming to the standard specification and drawing with all fixtures, such as anchoring bolts, required chains weight and safety. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and anti-sparking pads fixed with M16- bolts of SS-316. The frontal frame fixed to the fenders with 1-1/2" bolts, nuts, lock nut of SS-316. The fender legs are to be fixed to the berth face using 8 no's of SS-316 bolts of size M42 in to the existing sleeves. The frontal frame shall be of box type and painted after fabrication with one coat of primer and two coats of epoxy paint of 130-150micron thick after de-greasing and cleaned by sand blasting etc., complete. The technical specifications of fenders are also shown along with drawing. Energy absorption 100.90 TM and Horizontal reaction force 165.30 Tons at Rated deflection 67.5% and fixing the above supplied fender sets with safety and shear chains, hooks as required for fixing the fender to the existing concrete surface including cost of all labour, machineries, tools and plants and all other incidental charges etc. complete as directed by the department. (BERTH no 14)

#### 2.6 Fixing of SUPER CELL type fender of size 1600H -Fixing in Jetty area

Fixing of SUPER CELL type fender of size 1600H along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing including

making holes by drilling in to the deck (if required) to accommodate fixtures, such as anchoring bolts as required for fixing the fender to the existing concrete surface, including epoxy concrete, the cost of all labour, machineries, tools and plants and all taxes etc. complete as directed by the Engineer-in-charge. ( Fixing in Jetty area).

#### 2.7 Fixing of SUPER CELL type fender of size 1600H – fixing in Land portion

Fixing of SUPER CELL type fender of size 1600H along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing including making holes by drilling in to the deck (if required) to accommodate fixtures, such as anchoring bolts as required for fixing the fender to the existing concrete surface, including epoxy concrete, the cost of all labour, machineries, tools and plants and all taxes etc. complete as directed by the Engineer-in-charge ( land Portion).

#### 2.8 Removal of exiting Fenders

Removal of the existing frontal frame along with the damaged fenders of Size 1600 H / 1700 H / 800H and transporting the same to the departmental store shed/yard and stacking including the cost of all labour, tools and plants, machineries, loading and unloading etc complete as directed by the Engineer in charge. Jetty area.

#### 2.9 Removal of the existing frontal frame along with the damaged fenders and transporting the same to the departmental store shed/yard and stacking including the cost of all labour, tools and plants, machineries, loading and unloading etc complete as directed by the Engineer in charge. Berth Area.

#### 2.10 Credit for taking away dismantled rubbers including loading unloading and transportation charges.

#### 2.11 Credit for taking away dismantled Steels, scraps etc. including loading unloading and transportation charges.

#### 2.12 Equipment

The Contractor shall be responsible for the supply, use and maintenance of all the equipment and he shall ensure that it is suitable for the work and is maintained in

such a manner as to ensure its efficient working. The Engineer may direct that equipment which is not efficient and is prejudicial to the quality of the work be removed from site and replaced by equipment to his satisfaction. The Contractor shall immediately follow Engineer's or his Representative's directions/ instructions.

### 2.13 Temporary Works

Where required, the Contractor shall furnish such details of his temporary works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. The Engineer may direct those temporary works which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer directions/instructions.

### 2.14 Special Instructions

Whenever the Engineer or his staff wants to inspect the surface/area of Installation of Fenders and to supervise the quality of the work being undertaken, the Contractor shall arrange at his own cost of all the necessary facilities.

### 2.15 Site Office

The Employer shall not provide site office and accommodation. The Contractor must make his own arrangement.

### 2.16 Metric Units

Metric units have been used in the specification and all drawings. The drawings and all records should also be in the same units.

### 2.17 Standard

Any Indian Standard referred to herein shall be taken as a reference to its latest version. Where such standards are not available or where no specific provisions have been made in such codes, the procedure laid down in the corresponding British Code(s) shall apply subject to the approval of or such other directive as may be issued by the Engineer. In any case a high standard of workmanship shall be required to be maintained. The Contractor shall make all the relevant Standards available.

### 2.18 Site Supervision

The Contractor's site representative shall take instructions in all aspects of the work from the Engineer's Representative.

The Contractor shall arrange for the whole of the work to be under the control of a full time experienced engineer trained in this type of work and competent to supervise the installation work. The person to be posted as Contractor's site representative shall receive prior approval of the Engineer. He shall accept and carry out instructions given to him by the Engineer's Representative, notwithstanding which the Contractor shall be responsible for the safety and efficient maintenance and working of all the equipment and the control of all labour.

## 2.19 Fenders

### A) Fender Parameters

The rubber fenders and their accessories supplied shall satisfy the following requirements: Material specification

- a) Minimum energy absorption at rated deflection and reaction force are as follows:

| Sl No | Size of fender | Type of fender | Minimum energy absorption | Maximum reaction force | Size of Vessels |
|-------|----------------|----------------|---------------------------|------------------------|-----------------|
| 1     | SUC<br>1600H   | Super Cell     | 128 T-M                   | 195 Tonnes             | 85000<br>DWT    |

### b) Tidal Variation

|                                     |                      |
|-------------------------------------|----------------------|
| Higher High water Springs           | + 1.68 m Chart datum |
| Mean Higher High water              | + 1.48 m Chart datum |
| Mean Lower High water               | + 1.26 m Chart datum |
| Mean Sea Level                      | + 0.95 m Chart datum |
| Mean Lower Low water                | + 0.26 m Chart datum |
| Lower Low water Spring at Solstices | + 0.03 m Chart datum |

### B) Quality of fender

- a) All fender to be supplied shall be new without any physical defects.

b) The fender shall be of RS grade rubber material fully.

C) Fender Fixtures

All fenders fixtures such as resin anchor bolts, washer, flanges, sleeve, anchor bar and anchor plate etc. shall be of stainless steel of grade SS 316 to suit the size of fenders and have sufficient grip in the old concrete surface.

D) It may be noted that, the fenders are required to be fixed on breasting Dolphins. Care has to be taken to fix the fenders by drilling proper holes in the wall as per requirement and instructions of Engineer Rectification (if any) for damages done to concrete surface shall be rectified by filling with epoxy mortar to achieve adequate bonding to grip the bolts.

**Physical Properties of Rubber**

A) The rubber used for manufacturing the fenders shall satisfy the following requirements:

| PROPERTY            | TESTING STANDARD | CONDITION                               | REQUIREMENT                    |
|---------------------|------------------|---|--------------------------------|
| TENSILE STRENGTH    | ASTM D 412       | Original                                | 16 Mpa (Min)                   |
|                     | ASTM D 573       | Aged for 96 hrs at 70 C                 | Original value -20% (Max)      |
| ELONGATION AT BREAK | ASTM D 412       | Original                                | 350% (Min)                     |
|                     | ASTM D 573       | Aged for 96 hrs at 70 C                 | Original value -20% (Max)      |
| HARDNESS            | ASTM D 2240      | Original                                | 77 (Max) Shore A               |
|                     | ASTM D 2240      | Aged for 96 hrs at 70 C                 | +8 Shore A (Max)<br>-20% (Max) |
| COMPRESSION SET     | ASTM D 395       | Aged for 96 hrs at 70 C Method B, Solid | 30% (Max)                      |
| OZONE RESISTENCE    | ASTM D 1171      | Ozone exposure, Method A                | No crack visible               |
| ABRASION RESISTANCE | BS 903 A9        | Method B 1000 Revolutions               | 1.5CC (Max)                    |

|                 |            |       |              |
|-----------------|------------|-------|--------------|
| TEAR RESISTANCE | ASTM D 624 | DIE B | 70kn/m (Min) |
|-----------------|------------|-------|--------------|

## Physical Properties for Hyper cell Fender

| PROPERTY                   | UNIT                                   | REQUIREMENT                   |
|----------------------------|--|-------------------------------|
| Before Aging               |  |                               |
| TENSILE STRENGTH           | Kg/Sq.cm                               | 160 (Min)                     |
| ELOGATION AT BREAK         | %                                      | 350% (Min)                    |
| HARDNESS                   | Deg.                                   | 77 (Max)                      |
| After Aging                |  |                               |
| CHANGE IN TENSILE STRENGTH | %                                      | Not Less than 80% of Original |
| CHANGE IN ELOGATION        | %                                      | Not Less than 80% of Original |
| HARDNESS                   | Deg.                                   | Original value + 8 Deg. Max.  |
| TEAR STRENGTH              | Kg/cm                                  | Min 70                        |
| COMPRESSION SET            | %                                      | 30 (Max)                      |
| OZONE RESISTENCE           | cc                                     | Max 1.5                       |
| ABRASION RESISTANCE        | BS 903 A9<br>Method B 1000 Revolutions | 1.5CC (Max)                   |

B) Fender dimensions: As per enclosed drawing

C) Fixtures, Fasteners

|                                  |        |
|----------------------------------|--------|
| Fender to Jetty fixing Fasteners | SS 316 |
|----------------------------------|--------|



|                                  |        |
|----------------------------------|--------|
| Frame to fender fixing Fasteners | SS 316 |
| Fascia pad fixing Fasteners      | SS 316 |

D) Quality of Fenders

All fenders to be supplied shall be new without any physical defects.

The fenders shall be of RS grade rubber material fully.

E) Fender Fixtures

All fenders fixtures such as resin anchor bolts, washers, flange, sleeve, anchor bar and anchor plate etc., shall be of stainless steel of grade SS 316 to suit the size of fenders and have sufficient grip in the old concrete surface.

It may be noted that, the fenders are required to be fixed on breasting dolphins. Care has to be taken to fix the fenders by drilling proper holes in the wall as per requirement and instructions of Engineer Rectification (if any) for damages done to concrete surface shall be rectified by filling with epoxy mortar to achieve adequate bonding to grip the bolts.

Tests for the above properties of rubber fenders shall be done at the approved laboratories.

Inspection & Testing of Fenders

The physical inspection of fenders, fixing system etc. and testing of basic material of fender shall be arranged by the supplier under the supervision of Lloyds Register of Shipping/IRS or approved third party at his own cost. Similarly, the testing of fender samples for performance shall be arranged by the supplier under the supervision of Lloyds Register of Shipping/IRS or approved third party at his own cost. The fender shall be tested for the performance of the fenders for zero degree-berthing angle. The specimen shall be tested at least for 10 cycles of loading to rated deflection and the performance characteristics (Reaction-Deflection curves) at the end of every 2 cycles shall be furnished. The fender shall regain its original shape after 10 cycles of testing and shall not show any sign of damage even after 10 cycles. However, 2% tolerance will be allowed in this regard for height of fender Certificate to this effect shall be obtained from the inspecting agency.

The performance of the fender as tested shall match with the fender parameters given at item above. Maximum tolerance shall be plus or minus 10% on the values at above. The area contained by the Reaction-Deflection curves shall be

the basis for energy computation and for preparing Energy-Deflection curve. The inspecting agency shall certify the energy absorption based on reaction-deflection curve above. The inspection report and test reports witnessed by the inspecting agency shall be submitted along with relevant documents to New Mangalore Port Authority for approval and acceptance before dispatch of the fenders and fixing system etc.

The tested fender unit will be accepted by the Engineer as part of the supply under this Contract only if –

- a) There are no cracks, distortions, permanent deformations in the fender during/after testing.
- b) Energy absorption and maximum reaction force criteria are satisfied at rated deflection at 0 degree berthing angle.
- c) Recovery in height of the fender, after one minute of the release of the compression load applied for compressing the fender upto the maximum permitted fender deflection, is more than 98% of original fender height.

Defect liability period for fenders:

The fender manufacturer shall warranty the complete fender system **24 months** after the date of certification of completion of work, for any kinds of manufacturing defects or deviations from specified performance. The supplier shall replace Damaged/Defective fenders or accessories, etc. within two months from the date of inspection at NMPA premises by concerned department Engineer and contractors representatives, if any

The rates entered shall be inclusive of inspection, testing as above. Any test to be carried out during defect liability period, if any will be at contractors cost.

Permitted Tolerances

i) Performance:

- Energy absorption (E) = +/- 10%
- Reaction force (R) = +/- 10%

ii) Physical Dimensions:

- Height of fender (H) = +/- 20 mm

Frontal Frames:

The frontal frame and accessories shall be manufactures, supplied, installed and commissioned as per drawings.

The frontal frame shall be approved and proven quality and the contractor shall supply documentary evidence of the performance characteristics of the proposed frontal frame. The quality of rubber shall be of superior grade and the fixing system, chains etc., shall be stainless and or galvanized to protect against corrosion.

STAINLESS STEEL: All stainless steel materials shall be to ASSI:316 grade quality and fasteners shall be manufactures to IS 1367(Pat 14)

## 2.20 Work Execution

Drawings shows the detailing fenders and its accessories and also location The Fenders shall be fixed at locations shown in the drawing and as directed by the Engineer-in-charge. The existing Fenders and frontal frames are to be dismantled and is to be re-fixed over to the new cell fender along with chains and fixtures.

Passes for entering the Port area for men, machinery and vehicles will be issued on submitting the application. Crane, barges, boats, tugs, vessels etc., if necessary, shall be deployed by the contractor at his own cost. Such vessels deployed shall have valid certificates and necessary documents. All applicable statutory navigational rules are to be followed. No additional charges will be paid for any extra days taken for installation due to non-availability of berth or for any other reason. All costs of transportation, freight charges etc., will be borne by the contractor. All taxes like Sales Tax, Income Tax, CST, VAT, Cess, Excise, Duties etc. shall be included in the rates. The guarantee period (defect liability period) for the fenders will be for 2 years from the date of certification of completion of work. The fenders shall be manufactured and delivered to site within 3 months from the date of receipt of work order and the installation will be done within 45 days after the delivery. The fenders shall be installed only after the inspection of the fenders by third party or departmental engineers at site.

The Fenders shall be tested in the laboratory by third party like IRS or any approved agency in the presence of NMPT Engineers. The cost incurred for all the necessary tests, including cost towards thirty party inspections like IRS shall be borne by the contractor. The fender shall be dispatched only after Inspection of third party like IRS and NMPT.

The cargo handling operations in the wharf area shall not be affected.

The warranty of fender against any manufacturing defects for a period of 10 years from the date of installation

#### 2.21 Workmanship:

A high standard of workmanship in all trade will be required. The contractor should ensure that only skilled and experienced persons exposed to rough marine working conditions are only engaged on the job.

#### 2.22 Bill of Quantities:

Payment will be made according to the quantity ordered and carried out as measured by the Engineer in charge and valued at the rates quoted in the schedule. The contractor shall have to supply all labours and other equipments required for the measurement.

#### 2.23 Rates and price to be inclusive:

The rates quoted for the work shall be for completing the item of work in all respects as indicated in the specification and as per the directions given by the Engineer in charge from time to time. The rates shall therefore cover such items as:

- a. Taxes if any excluding GST applicable.
- b. Customs duties and all other duties, Octroi etc.
- c. Provision of all other plant and labour required by him for completing the time of work.
- d. Supervision, maintenance, erection, insurance, overhead and profits and every incidentals and contingent cost and other charges whatever for compliance with the condition of contract.
- e. The GST as applicable for this work will be paid by NMPA

The contractor's plants, equipments, floating crafts, materials etc. Which are brought to site for facilitating the proper execution of the contract work within the Port area are not liable to Port dues and charges like wharf age, berth hire and other charges during the period of contract.

#### 2.24 Contractor's working area:

The area to be allotted to the contractor shall be determined by the Engineer in

charge at the time of handing over the site. The area can be detained by the contractor free of rent till the completion of the work. The contractor shall obtain prior approval of the Engineer in charge for any office, storage or any other building he wishes to erect in the area allotted to him. The contractor should dismantle these temporary structures and the area left in a clean and neat condition at the time of completion of work.

#### 2.25 Limitations of operations:

The contractor shall be solely responsible to obtain required permits/authorization form other agencies/departments for the due performance of the contract and has to comply with all Port operational procedures set forth by the Port authorities as and when required at his own cost.

#### 2.26 Completion time and sequence of work :

Berth No.9 arm is being used for import/export of POL products. The contractor shall plan execution of their works with suitable equipments and plants with maximum period of 172 hours at each berth. No idle time charges will be paid and the rate quoted shall be inclusive of all the above.

#### 2.27 Interruptions to work :

The contractor shall not allow in rates for any loss of working time due to weather, surveying, positioning of crafts, shifting of equipment during maintenance. Idle time of the equipment / labour due to interruption caused by port traffic, berthing / unberthing or shifting of vessels and other operations in the dock arm is not entitled. The rate quoted by the contractor is inclusive of all above interruptions if occurs.

Berthing programs of vessels will be provided every day after berthing meeting at 1200 hrs or when ETAS are made available to Port by the shipping agencies. Notice will be given approximately 24 hr before the sailing of vessels and the contractor shall contact the Executive Engineer-MTC-II or Port marine department for any information in this regard.

No claim whatsoever for additional payments on account of the specified interruptions will be entertained over and above the quoted rates.

## **Fenders**

### **General**

The Contractor shall design, supply and install rubber fender units with fender facing panels in accordance with the Drawings and this Specification. The Contractor should be aware that the Employer requires a long service life together with low maintenance costs for the fender systems. Design and fabrication of all steelwork shall be in accordance with clauses of this Specification. The fender types shall be installed at the positions shown on the Drawings.

### **Fender Units**

The types and locations of fenders to be provided and installed under this Contract are shown on the Drawings.

Prior to procurement or installation of the fenders the Contractor shall provide to the Engineer for review manufacturer's data to demonstrate general product compliance with this Specification. Details of similar fender units, including fender type, location and date of installation, which have been successfully installed for similar conditions, shall also be provided.

The Contractor shall supply to the Engineer the following information:

- Identification marks
- Name of manufacturer
- Place and date of manufacture
- Size and rubber grade of fender unit

Certificates of origin of each fender bearing the corporate stamp and signature of an authorized person and giving a unique reference to each fender so that it is traceable to its place and date of manufacture.

### **Fender Panels**

Fender panels shall be designed and detailed by the Contractor to I.S. 800 / BS 5950, to distribute the fender load onto the vessel so as to limit the hull pressure to 200 kN/Sq.m. and to carry all loads induced by the fender reactions. Fender Panel should be designed to suit berthing of all size of vessels.

The panel shall be designed for the case when the panel is in contact with a plane hull, and shall also be designed to carry the loads associated with the panel being loaded by a knife edge load equal to the design fender reaction, applied at any level corresponding to contact with belting on a vessel.

The panel sides and bottom edges shall be chamfered 50 mm. The panel top edge shall be chamfered 200mm x 500 mm.

The fender panels shall be of closed box construction and without re-entrant shapes or other areas that could entrap water or accelerate corrosion. The panels

shall be designed and detailed such that corrosion traps are avoided and to provide a durable structure suitable for the marine environment.

Fender panels shall be designed such that a minimum of maintenance will be required and such that their removal for repair or maintenance work can be carried out quickly and easily.

The panels shall be faced with low-friction facings as specified herein. However, for design of the panel and chains, a minimum coefficient of friction of 0.3 shall be assumed.

Design calculations and fully detailed fabrication drawings shall be submitted to the Engineer for approval prior to construction. Responsibility for the design shall remain with the Contractor notwithstanding any approval of the Engineer.

### **Chains and Fixings**

Design of the chains shall be the responsibility of the Contractor. Chain assemblies shall be designed with a factor of safety of 3 on normal loads and a factor of safety of 2 on abnormal loads. A "weak link" in the form of a shackle, shall be provided in chains to avoid damage to any fixings cast into the quay structure. All fixings shall be such that they are stronger than the items they are fixing by at least a factor of 1.2, in order to avoid damage to the fixings in the concrete.

Chains shall only be incorporated in the Contractor's design for the fenders insofar as they are necessary for the correct functioning of the fender system. The number of chains shall therefore be minimised, but the Contractor shall consider the following in his design:

- a) Tension chains may be needed to the top of the panel to resist forces caused by vessels making contact along the lower part of the fender panel and causing frictional forces acting downwards due to ship moving down with the falling tide;
- b) Tension chains may be needed to the bottom of the panel to resist forces caused by vessels making contact along the upper part of the fender panel and causing frictional forces acting upwards due to ship moving up with the rising tide.
- c) Vertical sag chains may be needed to stop the weight of the fender and the frontal panel causing the system to droop with time;
- d) Shear chains may be needed either side of the frontal panel, at high and low level to restrain the frontal panel and limit the forces on the rubber units when the berthing vessel has a sideways component of velocity along the quay.
- e) Chains shall be designed and detailed by the Contractor to carry the loads induced by the fender reactions combined with frictional loads based on the coefficient of friction specified herein.

Shear chains may be needed either side of the frontal panel, at high and low level to restrain the frontal panel and limit the forces on the rubber units when the berthing vessel has a sideways component of velocity along the jetty head.

Chains shall be designed and detailed by the Contractor to carry the loads induced by the fender reactions combined with frictional loads based on the coefficient of friction specified herein.

## **Rubber Fender Units**

### **a) General**

Rubber fender units shall be compression moulded from natural or synthetic or both compounds resistant to ageing, weathering and wearing and shall have the properties stated in the Table below in compliance with Section 7.3 of Appendix A of the "Guidelines for the Design of Fender Systems: 2002", published by the International Navigation Association.

The rubber shall be fully vulcanised and homogeneous with no foreign particles and free from defective impurities, pores and cracks, voids and cuts. Steel plates shall be fully embedded and fully adhered to the rubber during the vulcanizations process to avoid separation between the rubber and steel.

Rubber for fenders shall be natural or synthetic rubber. The material shall be homogeneous and.

The following particulars of the proposed rubber fenders shall be submitted:

- i) Manufacturer's literature, including a list of physical properties of the rubber for the fenders.
- ii) A report on compression load tests and characteristic load-deflection and energy-deflection curves.
- iii) The temperature at which the compression load test was carried out with a graph showing how the buckling load varies with temperature.
- iv) The rate of compression used in the test with a graph showing how the buckling load varies with rate of compression.

The rate of compression curve may be obtained using exact scale models of the fenders provided the models are not less than 100mm high.

The particulars shall be submitted for approval of the source and type of rubber fenders at least 40 days before the first delivery of the rubber fenders to the Site.

## **Records of Fender Units**

All fender units shall be permanently marked with a unique reference so that they can be individually identified both during manufacture and once incorporated into



the Permanent Works. For the latter case, the marks are to be clearly legible to someone standing on the quay/dolphins. For all fenders, full records of manufacture and installation are to be kept on forms to the approval of the Engineer, including:

- a) Manufacturer, location of manufacture
- b) Method of manufacture
- c) Mould reference where appropriate, supervisor in-charge
- d) Date(s) of manufacture
- e) Location of fender unit in Works, and date of installation
- f) Confirmation that the fender has been subjected to a "break in" cycle, including details
- g) Any other relevant information
- h) Authorised signatures confirming details are correct

Preliminary forms shall be submitted to the Engineer prior to delivery of the fender units to Site. Final forms shall be submitted within two weeks of installation of the fenders.

### **Fender Panels**

Fender panels shall be fabricated from steel sections and plate. All steelwork and fabrication shall be of good workmanship and shall comply with Section 4 of this Specification.

Fender panels, bolts, washers and nuts fixing the facing pads shall be protected from corrosion in accordance with EN ISO 12944. Durability shall be high (H). The environment category shall be C5-M and Im2, i.e. the selected protection system shall provide high durability for both environment categories. The Contractor shall furnish the details of the corrosion protection system he proposes to adopt to the Engineer for his prior approval.

Fender panels shall be confirmed to BS 5950, to distribute the fender load on to the vessel and to carry all loads induced by the fender reactions.

The panel shall be designed for the case when the panel is in contact with a plane hull, and shall also be designed to carry the loads associated with the panel being loaded by a knife edge load equal to the design fender reaction, applied at any level corresponding to contact with belting on a vessel.

Panel sides and the bottom edge shall be chamfered, whilst the top edge shall be profiled to prevent beltings being caught on top of the fender units.

The panels shall be designed and detailed such that corrosion traps are avoided and to provide a durable structure suitable for the marine environment.

The fender panels should be designed as detachable type with slot kind of arrangements so that it can be easily removed for maintenance purpose.

Minimum steel thickness shall be as follows:

Plates exposed on two surfaces - 12 mm

Plates exposed on one surface - 10 mm

Internal members (not exposed) - 8 mm

### Low Friction Facings

Low friction facing pads shall be made from Ultra-High Molecular Weight (UHMW) polyethylene and comply with the requirements of EAU 1996 – R60 except that the friction coefficient (DIN 53375) shall be less than 0.2. Panels shall be fitted with corner and flat front pads not less than 40 mm thick in black colour. Panels shall be fitted with counter sunk bolts. Where multiple pads are used to cover a surface, gaps between pads shall not exceed 10mm.

Sufficient fixing studs shall be provided over each pad at centres not exceeding 500mm in any direction with a maximum edge distance of 100mm. The fixing studs shall be M20 as a minimum. Fixing studs shall have a minimum clearance of 25mm between the top of the fixing and the facing pad outer surface. Nuts and oversized washers used to fix the facing pad to the fender facing panel shall be stainless steel complying with AISI 304.

| Item                     | Requirement                    | Testing Method |
|--------------------------|--------------------------------|----------------|
| Specific Gravity         | 0.9 – 1.0 g/cm <sup>3</sup>    | DIN 53 479     |
| Tensile strength         | 20 N/mm <sup>2</sup> minimum   | DIN 53 455     |
| Breaking strength        | 33 N/mm <sup>2</sup> minimum   | DIN 53 455     |
| Elongation at break      | 300% minimum                   | DIN 53 455     |
| Compression strength     | 20 N/mm <sup>2</sup> minimum   | DIN 53 455     |
| Bending strength         | 20 N/mm <sup>2</sup> minimum   | DIN 53 455     |
| Temperature range        | -30EC to +80EC                 | -              |
| Torsional strength +23°C | 250 N/mm <sup>2</sup> minimum  | DIN 53 477     |
| Impact strength          | 120 mJ/mm <sup>2</sup> minimum | DIN 53 453     |
| Abrasion resistance      | 90 virgin UHMW –PE = 100       | San slurry     |
| Shore hardness           | 64 N/mm <sup>2</sup> minimum   | DIN 53505      |
| Coefficient of friction  | 0.15 maximum                   | DIN 53 375     |

### Chains

All chains shall comply with BS 6405, BS 1663, JIS G3105 or Lloyds or ASB

Standards or Bureau Veritas rules and written proof in the form of a test certificate shall be furnished by the Contractor. Chains shall not be less than **32mm diameter**. Tolerance chains (tolerance  $\pm 10\text{mm}$ ) shall be used in preference to chain adjusters with fixing pins to secure the end link to the chain and/or bracket at either end. Fixing pins shall be of stainless steel grade 1.4401 in accordance with BS EN 10088 (or AISI grade 316) or similar approved. After fabrication, all fins caused by welding shall be removed and the weld shall be smoothly finished all round. Heat treatment shall be by normalizing in accordance with BS 1663 Clause 7a.

All chains, shackles, chain tensioner, chain brackets, fixing bolts and washers and the like shall be supplied with a corrosion protection system which shall as a minimum be hot dip galvanising to EN ISO 1461. The fender Contractor shall furnish the details of the corrosion protection system he proposes to adopt to the Engineer for his prior approval.

Chains shall include a means for tensioning during installation and subsequent maintenance. The tensioning device shall be locked off after the tensioning of the chain. All shackles, tensioning devices and U-anchors and the like shall be such as to provide strength and performance at least equal to the chain to which they are attached.

Testing of chains shall be carried out in accordance with the requirements of BS 1663 and the appropriate certificates are to be presented to the Engineer.

The Contractor shall be responsible for checking the lengths and details of all chains and shall submit to the Engineer for review and approval full details of all chains and fittings.

Chain samples shall be approved prior to Site delivery. Samples must be accompanied by such documentation as is requested.

Top chains where specified shall also act as rope guards. As such the top of the fender and top chain anchor bracket shall be shaped to avoid snagging or damaging mooring lines.

### **Fixings for Fenders, Chains, and Chain Brackets**

All bolts and fender anchors used for securing components of the fender system shall be designed by the Contractor to suit the specified fender rubber and Contractor's facing panel and chain design.

All fixings shall be stainless steel Grade 1.4401 to BS EN 10088 (or AISI grade 316). The bolts shall be well lubricated with a ptfе tape or spray or with a suitable underwater lubricant (Aqua Lube or similar) to prevent galling between the bolt and socket. The positions of the fender anchors shall be determined by the Contractor to suit the fender unit design, whilst still satisfying the geometrical requirements and restrictions shown on the drawings.

All fixings shall be such that they are stronger than the items they are fixing, in order to avoid damage to the fixings in the concrete.

Calculations shall be provided to justify fixings and will be subject to the approval of the Engineer. Where stainless steel bolts or fender anchors make contact with

other dissimilar metals, they shall be electrically insulated to prevent bi-metallic corrosion.

### **Assembly and Installation**

Rubber fenders shall be handled and stored in accordance with the manufacturer's instructions. Great care shall be taken to prevent cutting or tearing of the rubber, particularly in the area of any embedded plates and around bolt holes and bolt recesses in the fender base, flanges or fins.

Fenders shall normally be stored in the protection packing's in which they have been transported. Fenders shall be handled in such a way as to prevent them from being distorted, overstressed or damaged in any way. All slings, ropes or chains for handling fenders shall be of rubber or nylon sheathed.

Final fender alignment shall be such as to provide, within recommended tolerances, a straight line to the berthing face. Fenders shall be installed in accordance with the manufacturer's recommendations/instructions, from the installation of cast-in sockets to the final tensioning of fixing chains. The concrete surface onto which the fender rubber is fixed shall be vertical, flat and continuous and shall provide full bearing for the area of the fender rubber.

Tolerances on fender panel installations shall be compatible with tolerances on concrete structures to which they are affixed, but shall in no circumstances be installed to dimensions that exceed the tolerances stated herein.

Individual fender panel installations shall meet the required tolerances for position (relative to the specified level for the top of the unit), and for verticality (measured at four corners of fender panel in planes both parallel to and normal to the berthing face).

Fender installation tolerances shall be:

- Position (top level of unit)  $\pm 25$  mm
- Alignment (at centerline of rubber cell)  $\pm 30$  mm
- Verticality (elevation and "sectional")  $\pm 25$  mm

### **Corrosion Protection**

Frontal panels and bolts, washers and nuts fixing the facing pads shall be protected from corrosion. The Contractor shall furnish the details of the corrosion protection system he proposes to adopt to the Engineer for his prior approval.

### **Fender Inspection Requirements**

The testing, with the exception of fatigue testing, shall be carried out in accordance with the latest revision of Supplement to Bulletin No 45 "Report of the International Commission for Improving the Design of Fenders" by PIANC.

All fenders shall be inspected at the manufacturer's Works and shall be duly

certified by a third party inspection agency as fully meeting this specification. The third party inspection agency shall be Lloyd's or IRS or other agency approved by the Employer. The cost of Third Party Inspection shall be bore by the contractor.

The Contractor shall supply to the Engineer in-house laboratory material testing reports giving results of all tests performed on each batch of material actually used for the fender manufacture, duly certified by the third party inspection agency, at the time of supply of fender units.

### **Fender Testing Requirements**

Verification testing to determine compliance with the specified energy and reaction requirements shall be carried out in accordance with Section 6 of Appendix A of the "Guidelines for the Design of Fendering Systems: 2002", published by the International Navigation Association.

One fender shall be tested at the local ambient temperatures. All rubber fenders shall be subject to at least a single "break in" compression cycle to rated deflection at the factory prior to shipment. Original copies of test certificates shall be sent to the Engineer.

Samples for verification testing shall be actual fender elements selected at random. One fender unit shall be selected from each batch of ten units produced of a particular size, grade and specification. Where different moulds are used or the manufacturing process is altered, this shall be treated as a new batch of fenders for the purpose of this Clause. Where there are less than ten fenders in a batch, then one fender shall be tested from that batch.

The Engineer shall be given at least four weeks' notice of when and where the fenders are to be tested. The Contractor shall furnish in-house laboratory testing report for the deflection-load and deflection-energy absorption tests carried out on the selected fender duly witnessed and certified by the third-party inspection agency specified herein at the time of supply of the fender units. The Contractor shall provide facilities to permit the Engineer to witness the tests to be conducted in India if he so desires and the cost of visiting test will be borne by the Pot (Employer).

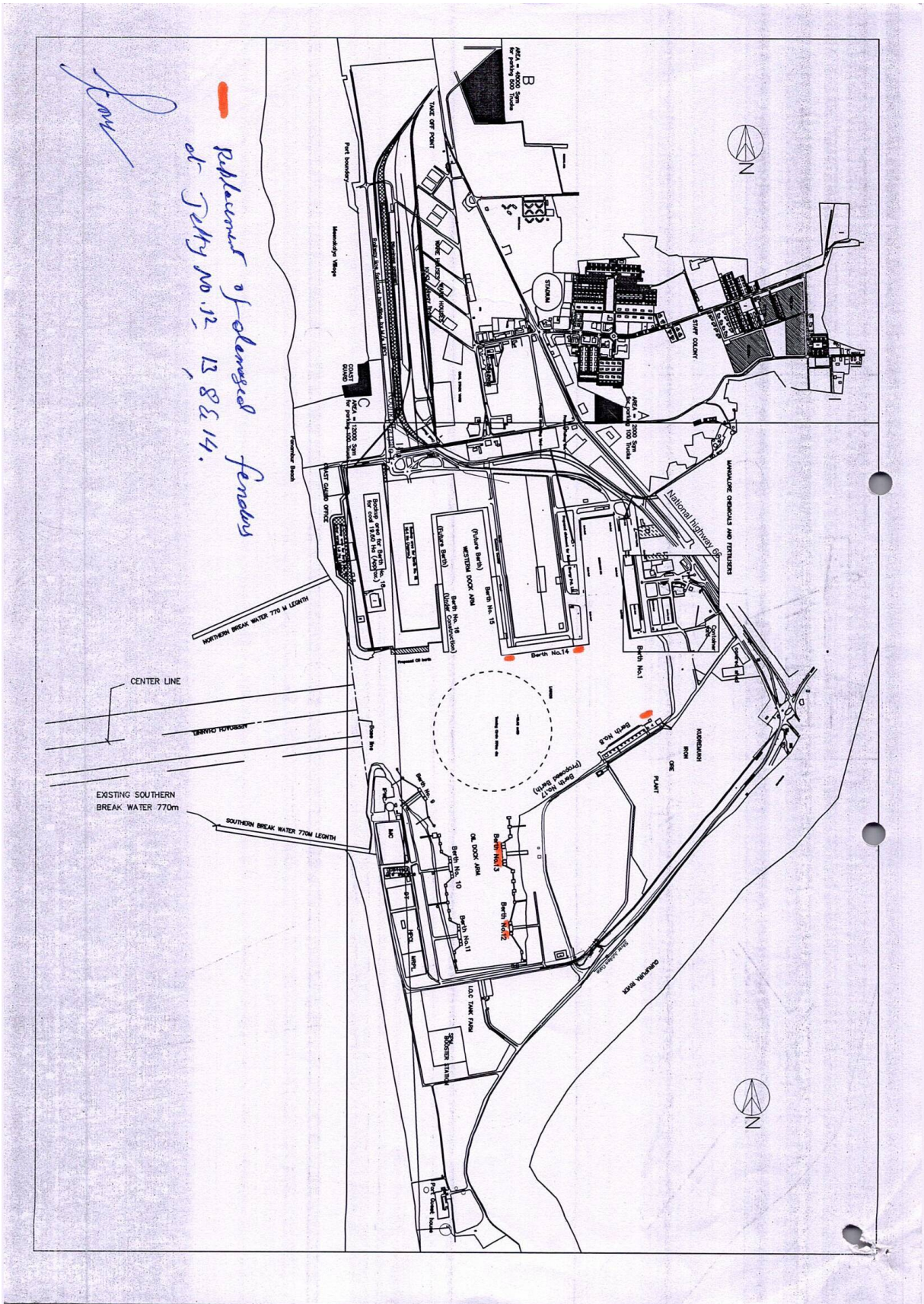
Where the test is not carried out at the conditions specified for the Rated Performance Data, then tests to establish the Temperature Factor and Velocity Factor shall be carried out in accordance with Appendix A of the "Guidelines for the Design of Fendering Systems: 2002". These tests shall be considered as part of the verification testing, and the requirements of the previous paragraph shall apply.

Full details of the tests shall be provided, including certification of the test equipment used.

**SECTION V****DRAWINGS****Brief Description of drawing**

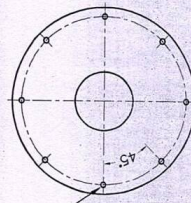
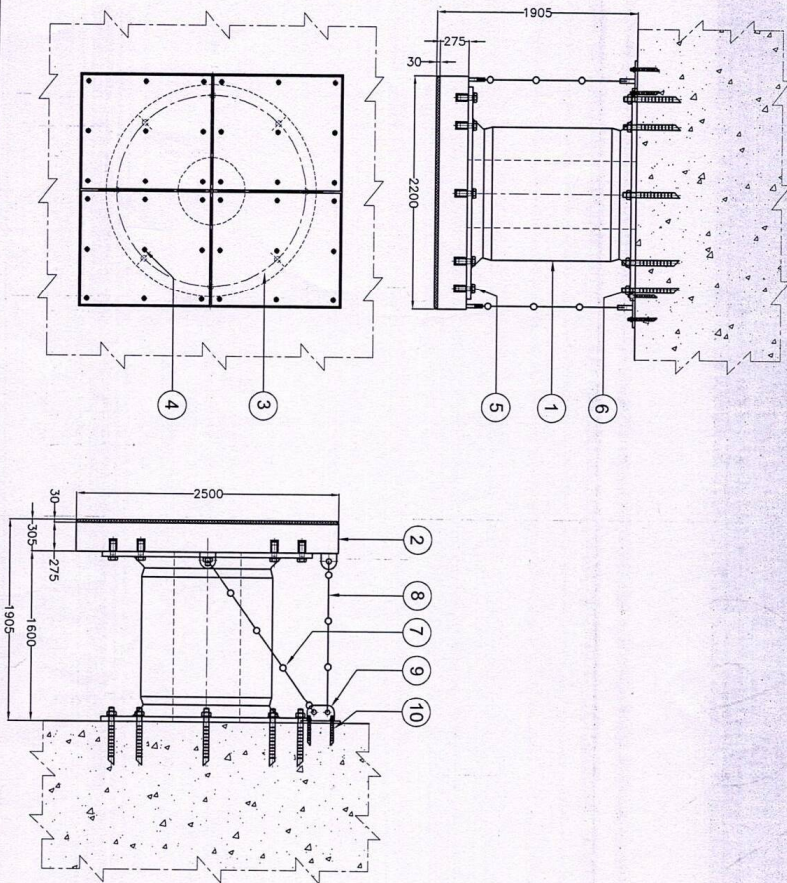
The Works are shown in the following drawings that are issued as a part of the Tender Documents:

| Sl. No | Drawing No. | Description                     |
|--------|-------------|---------------------------------|
| 1      | 21/113-LP   | Location plan                   |
| 2      | 21/113-01   | HCF 1600H Fendering System      |
| 3      | 21/113-02   | HCF 1700H CELL FENDERING SYSTEM |
| 4      | 21/114-03   | HCF 800H CELL FENDERING SYSTEM  |



|           |               |
|-----------|---------------|
| 21/113-LP | Location plan |
|-----------|---------------|

HCF 1600H CELL FENDERING SYSTEM



8 HOLES ON P.C.D. #1800 SUITABLE FOR M48 BOLT

HOLE ORIENTATION OF HCF 1600 CELL FENDER

PERFORMANCE OF HCF 1600 CELL FENDERING SYSTEM

|                   |         |
|-------------------|---------|
| DEFLECTION        | 52.5 %  |
| ENERGY ABSORPTION | 128 T.M |
| REACTION FORCE    | 195 T   |

PERFORMANCE TOLERANCE : ±10%

| NO | DESCRIPTION  | QTY/ ASSY |
|----|--|-----------|
| 10 | CHAIN BRACKET FIXING FASTENERS (SS 316)            | 8         |
| 9  | CHAIN BRACKET (M.S GALV)                           | 2         |
| 8  | TENSION CHAIN #32 MM. (M.S. GALVANISED)            | 2         |
| 7  | WEIGHT CHAIN #32 MM. (M.S. GALVANISED)             | 2         |
| 6  | FENDER TO WALL FIXING M48 RESIN FASTENERS (SS 316) | 8         |
| 5  | FENDER TO FRAME FIXING M48 BOLTS (SS 316)          | 8         |
| 4  | FACIA PAD FIXING FASTENERS M16 (SS 316)            | *         |
| 3  | FACIA PAD 30mm THICK (UHMW-PE-BLACK)               | *         |
| 2  | FRONTAL FRAME (MS PAINTED)                         | 1         |
| 1  | HCF 1600 CELL FENDER (RUBBER & STEEL)              | 1         |

PART LIST OF MATERIAL FOR ONE SET IN OUR SCOPE OF SUPPLY

**For bid purpose only**  
 \* This drawing is illustrative only. It may be change as per final requirement & better performance of the product.  
 \* All dimension are in mm otherwise specified.  
 \* Standard tolerances of ± 3% shall apply, otherwise as specified.  
 \* This design/drawing is the property of HI-TECH ELASTOMERS LTD. & should not be lent, copied or reproduced in part or full without any permission in writing.

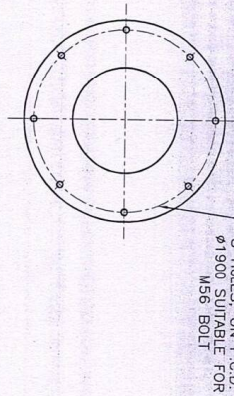
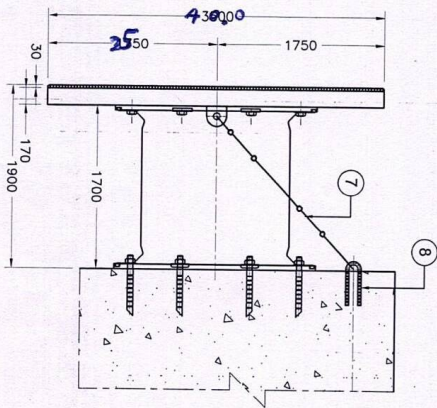
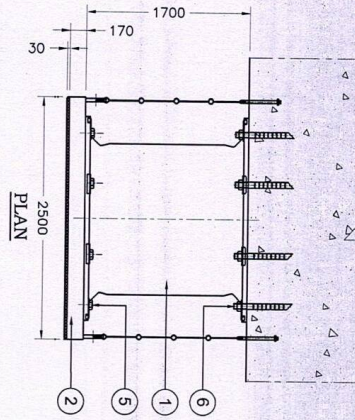
|                 |             |             |  |
|-----------------|-------------|-------------|--|
| DRG. NO./REV/NO | TITLE       | STATUS CODE | 1. PRELIMINARY 2. FOR APPROVAL 3. TENDER 4. GOOD FOR PRODUCTION 5. INSPECTION REPORT |
| 0               | 96.04.20/6  | 1           | FOR PRELIMINARY  |
| REVISION        | DESCRIPTION | DATE        | STATUS   |
| TM              | PM          | R/S         | DRNARY   |
| CHKBY           | APPBY       |             |  |

PROJECT : NEW MANGLORE PORT TRUST  
 TITLE : REPLACEMENT OF 1600H SUPER CELL FENDER AT JETTY NO 12,13,14  
 DRG. NO. : HEL/IND/T-24-200/DWG/01/240409

|        |        |
|--------|--------|
| SCALE  | REV/NO |
| N.T.S. | 0      |



HCF 1700H CELL FENDERING SYSTEM



HOLE ORIENTATION OF HCF 1700H

PERFORMANCE OF HCF 1700H CELL FENDERING SYSTEM

|                         |             |
|-------------------------|-------------|
| RATED DEFLECTION        | 52.5 %      |
| RATED ENERGY ABSORPTION | 882.9 KJ/M. |
| RATED REACTION FORCE    | 1176.8 KN.  |
| PERFORMANCE TOLERANCE   | ±10%        |

| NO | DESCRIPTION   | QTY./ASSY. |
|----|---|------------|
| 1  | HCF 1700 CELL FENDER (M.S INSERT + RUBBER )           | 1          |
| 2  | FENDER FRAME (M.S PAINTED)                            | 1          |
| 3  | FACE PAD (30mm THICK - COLOUR Black)                  | *          |
| 4  | FACD PAD FIXING FASTENERS M16 (S.S 316)               | *          |
| 5  | FENDER TO FRAME FIXING FASTENERS M56 (S.S 316)        | 8          |
| 6  | FENDER TO WALL FIXING ANCHOR FASTENERS M56 (S.S 316)  | 2          |
| 7  | WEIGHT CHAIN Ø 32MM WITH RUBBER FLEX (M.S GALVANISED) | 2          |
| 8  | Ø40 MM U-HOOK FOR FIXING WEIGHT CHAIN (S.S 316)       | 2          |

PART LIST OF MATERIAL FOR ONE SET IN OUR SCOPE OF SUPPLY

PROJECT : NEW MANGLORE PORT TRUST

TITLE : HCF 1700H CELL FENDERING SYSTEM

DRG. NO. : HEL/NO/1-24-200/DWG/05/240403

|        |         |
|--------|---------|
| SCALE  | Rev/No. |
| M.T.S. | 0       |

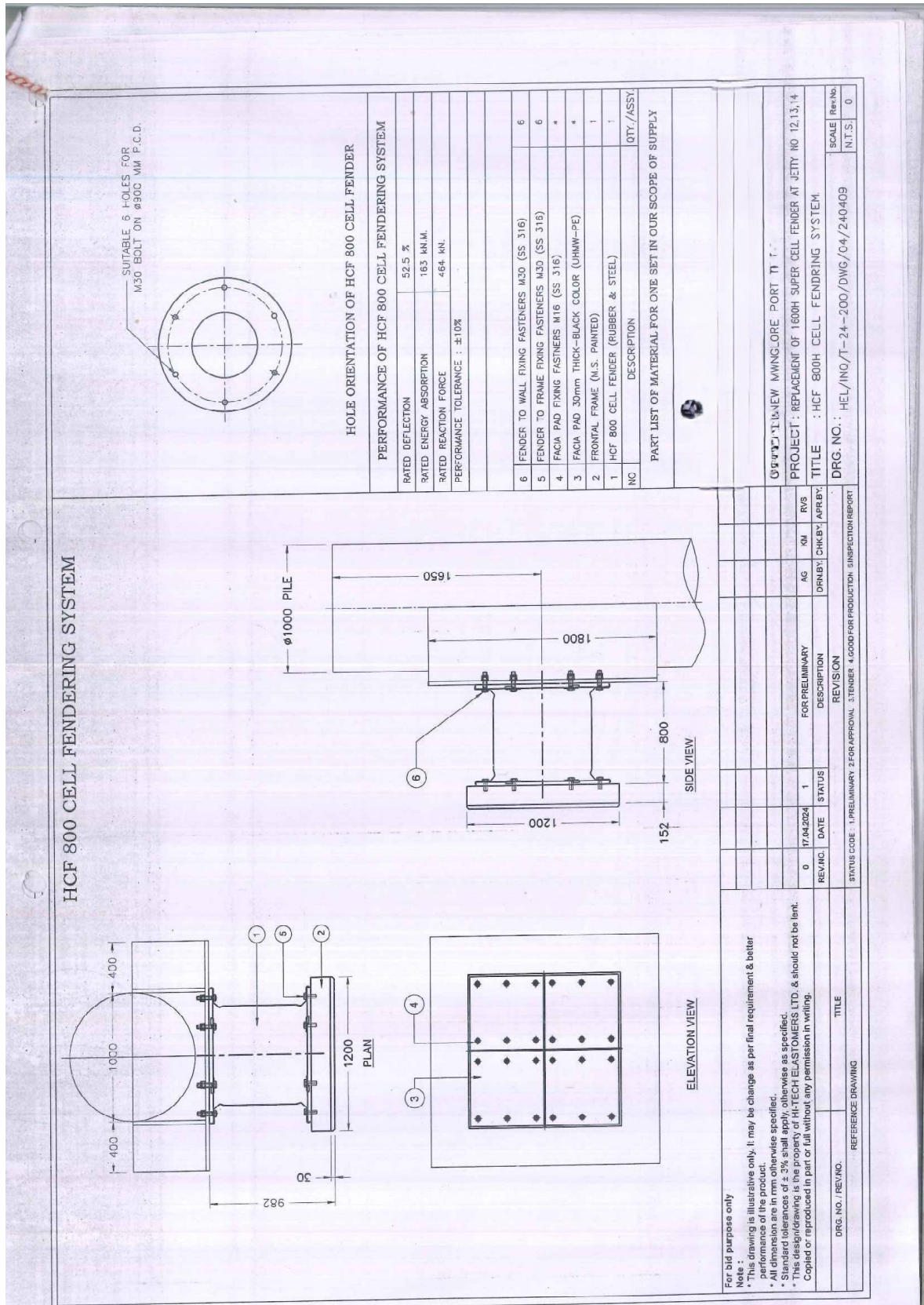
**For bid purpose only**  
 Note :  
 \* This drawing is illustrative only. It may be change as per final requirement & better performance of the product.  
 \* All dimension are in mm otherwise specified.  
 \* Standard tolerances of ± 3% shall apply, otherwise as specified.  
 \* This design/drawing is the property of H-TECH ELASTOMERS LTD. & should not be lent, copied or reproduced in part or full without any permission in writing.

| DRG. NO. / REV. NO. | TITLE | STATUS CODE | REVISION    | AG | CM | R/S |
|---------------------|-------|-------------|-------------|----|----|-----|
| REFERENCE DRAWING   |       | 1           | PRELIMINARY |    |    |     |
|                     |       | 0           | 17.04.2024  |    |    |     |

STATUS CODE : 1-PRELIMINARY 2-FOR APPROVAL 3-TENDER 4-GOOD FOR PRODUCTION 5-INSPECTION REPORT

Note : Weight chain dia 32mm with Rubber flex(M.S Galvanised)

|           |                                 |
|-----------|---------------------------------|
| 21/113-02 | HCF 1700H CELL FENDERING SYSTEM |
|-----------|---------------------------------|



21/113-03      HCF 800H CELL FENDERING SYSTEM



**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore**

**REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12,  
13, BERTH NO 8 AND BERTH NO 14.**

**TENDER DOCUMENT**  
**Volume - III**

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**VOLUME III****SECTION VI****(i) PREAMBLE TO BILL OF QUANTITIES****1. General Instructions****1.1 General**

- 1.1.1 This Bill of Quantities must be read with the Drawings, Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Drawings, Specifications, Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.
- 1.1.2 Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may practicable to do so.
- 1.1.3 The detailed descriptions of work and materials given in the Specifications are not necessarily being repeated in the Bill of Quantities.
- 1.1.4 The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the works and cost thereof.
- 1.1.5 The Tenderer will be held to have familiarised himself with all local conditions, in so far as they affect the work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

**1.2 Rates and Prices to be Inclusive**

- 1.2.1 Rates and prices set against items are to be the all-inclusive value of the

finished work shown on the Drawings and/or described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever including all taxes if any excluding GST and every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the general condition of contract) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

- 1.2.2 The rates and prices set down against the items are to be the full inclusive value of the finished work shown on the Drawing and/or described in the Specification or which can reasonably be inferred the reform and to cover the cost of every description of Temporary Works executed or used in connection therewith (except those items in respect of which specific provision has been separately made in these Bills of Quantities) and all the Contractor's obligations under the Contract including testing, giving samples and all matters and things necessary for the proper execution, completion and maintenance of the Works.
- 1.2.3 The Specifications are intended to cover the supply of material and the execution of all work necessary to complete the works. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.
- 1.2.4 The quantities given in the Bill are approximate and are given to provide a

common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

1.2.5 The drawings for tender purposes are indicative only of the work to be carried out. However, the Tenderer must allow within his price for the items of work included in the Tender Documents for the details which will appear on subsequent drawings developed for construction purposes. Rate and price shall include any additional design/ detailing to be carried out by contractor.

1.2.6 The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Conditions of Contract, Special Conditions, the specifications and Tender drawings:

- i) Supervision and labour for the Works;
- ii) All materials, installation/erection, handling and transportation;
- iii) All Contractor's Equipment;
- iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
- v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
- vi) Provision and maintenance of Contractor's site offices, cabins, huts, maintenance and storage areas;
- vii) All taxes if any excluding GST on the transfer of property in goods in the execution of works, Excise Duty, Duties, etc. (other than Customs Duty for materials to be permanently incorporated into the Works);

- viii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities;
- ix) The maintenance of all Contractor's services;
- x) All insurances for the Works;
- xi) Allowance for complying with all environmental aspects as specified;
- xii) Detail design of components of temporary works, wherever necessary as directed by Engineer.

#### **1.4 Method of Measurement**

1.4.1 Measurement of Work shall be in accordance with IS 1200 and shall be net off the dimensions of the works shown on the drawings except as mentioned below:

1.4.2 Units of Measurement: The units of measurement used in this Bill of Quantities are in metric units as follows:

- i) Linear: Linear metre, centimeter or millimeter abbreviated to 'Rm', 'cm' or 'mm' respectively.
- ii) Superficial: Square metre or Square centimeter abbreviated to 'Sq.M' or 'sq.cm' respectively.
- iii) Volumetric: Cubic metre abbreviated to 'cu.m'. Litre abbreviated to 'L'
- iv) Weight: Tonne = 1000 Kilograms, abbreviated to 'T', / 'MT' Kilogram abbreviated to 'kg'
- v) Numbers: Numbers abbreviated to Nos. or No.
- vi) Lump sum: Lump sum abbreviated to 'L.S.'

#### **1.5 Currency**

1.5.1 All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

## **2. Civil Works**

2.2 Precast Concrete



- 2.2.1 Shuttering for precast concrete shall not be measured and paid for separately.
- 2.2.2 Effort for placement of precast concrete at the final locations shall not be measured unless a specific item is provided in the Bill of Quantities.
- 2.2.3 The precast concrete units shall be measured as shown on the detailed drawings.
- 2.3 In-situ Concrete
  - 2.3.1 Shuttering for In-situ concrete shall not be measured and paid for separately.
  - 2.3.2 No deduction will be made for chamfers smaller than 50 sq.cm. sectional area, reinforcement bolts and other embedded parts unless larger than 0.1 sq.m. sectional area and 0.03 cu.m. in volume. No extra volume will be measured for splays or fillets smaller than 50 sq.cm. sectional area.
  - 2.3.3 The rates for reinforced concrete shall include for all batching, mixing, transporting, hoisting or lowering to any height / depth, placing in position and compaction in work of any sectional area or thickness including shuttering, forming necessary construction joints, shear keys and stop ends, and for curing and protecting etc. all as specified.
  - 2.3.4 The rates shall include for preparing construction joints, shear keys and surfaces against which next stage concrete is to be cast and building in fittings including pipes and bolts except where specifically billed separately. No separate payment will be made for making openings/pockets/pits of any size and shape. Where surfaces are to receive finishes the rates shall include for leaving the surface rough or for hacking and roughening the surface to form a key.
  - 2.3.5 Unless otherwise noted, rates shall include for inserting pipes and other inserts in position accurately, concreting while they are in position and also for protecting the same as the work proceeds.
  - 2.3.6 Unless otherwise noted, the rates for concrete items shall include for finishing the top surface to levels and slopes and surface finish as specified. Rates for concrete shall include for finishing the slab to specified slope towards drains, etc.

## 2.4 Reinforcement

2.4.1 Steel reinforcement will be measured by weight and fixed in accordance with Drawings and Specifications. The weight of reinforcement bars -whether plain, deformed or ribbed etc., -of various diameters will be calculated in accordance with Table 1 of IS:1732 'Dimensions for Round and Square Steel Bars for Structural and General Engineering Purposes'.

2.4.2 The rates shall include for laps, cutting and waste, straightening short and long lengths, bending, fixing, rolling margin and the provision of spacer bars or support, chairs, binding wire, saddles, forks and all dense concrete spacer blocks, etc., including preparing bending schedules from the Drawings.

2.4.3 The rates shall include for all necessary descaling, wire brushing and cleaning to remove all rust and mill scale, dirt, grease and other deleterious matter before fixing and whilst still exposed during construction.

## 2.5 Structural and Miscellaneous Steel work

2.5.1 Rates for structural steel work and iron work shall include supply, fabrication, delivery and erection/embedment in concrete at Site and all charges for welding, cutting, bending, bolting, site connections, fixing to foundations.

2.5.2 The rates for Structural Steelwork shall include:

- i) Supply, fabrication, delivery and erection
- ii) Rolling margin, cutting and waste, weld metal, bolts, fixings and fittings
- iii) Hoisting, drilling, bolting or welding and fixing in the manner specified or indicated in the drawing
- iv) Fabrication drawings
- v) Welding trials and tests
- vi) Erection trials
- vii) Protective treatment (painting, hot dip galvanizing etc), including making good any damage if provided in the BOQ item.

2.5.3 Metalwork items are described in the Bills of Quantities and the Tenderer is to include for all the fittings, etc., described. All items shall include the necessary

fabrication, joints, angles, intersections and ends, all bolts or fixing lugs, all hoisting and scaffolding required and casting in fixings or later cutting out or forming pockets for same, grouting, supporting and making good.

2.5.4 Rates are to include for all necessary scaffolding, working over water and at any height staging and hoisting and tarpaulin or other protective covers and the cleaning and removal of paint stains and spots, etc.

3.4.1 The Contractor's unit rates and prices shall include all equipment, apparatus, material indicated in the Drawings, and/or Specifications in connection with the item in question and also associated labour as well as all additional equipment, apparatus, material, consumables usually necessary to complete the system even though not specifically shown, described or otherwise referred to and also associated labour.

3.4.2 The rate for providing and fixing above items shall include all fittings, fixtures, base and sole plates, anchor bolts, including epoxy grouting, etc. all complete as specified, including the necessary additional supervision to ensure accurate alignment

### 3. Abbreviations

4.1.1 The following abbreviations are used in the Specifications and Bill of Quantities:

|         |                  |
|---------|------------------|
| IS :    | Indian Standard  |
| BS :    | British Standard |
| Qty. :  | Quantity         |
| mm :    | Millimeters      |
| cm :    | Centimeters      |
| M / m : | Meters           |
| LM :    | linear metre     |
| LS :    | lump sum         |
| Rs. :   | Rupees           |
| P. :    | Paise            |
| Nos. :  | Numbers          |
| do :    | Ditto            |

|                              |  |
|------------------------------|--|
| MS :                         | mild steel   |
| T :                          | Tones  |
| Kg :                         | Kilogram   |
| EO :                         | Extra over (previous sum unless specified otherwise) |
| sq.m. /m <sup>2</sup> / sqmt | square metre   |
| sq.cm. :                     | square centimeters                                   |
| mm <sup>2</sup> :            | Square Millimetre                                    |
| Cu.m. / cum:                 | cubic meters   |
| YST :                        | yield stress   |
| dia :                        | Diameter   |
| wt. :                        | Weight   |
| Drg.No.:                     | drawing number                                       |
| max. :                       | Maximum  |
| min :                        | Minimum  |
| approx :                     | Approximately  |
| n.e.:                        | not exceeding  |
| incl:                        | Including  |
| circ:                        | Circular   |
| set :                        | set / sets   |
| c/c                          | centre to centre                                     |
| @ :                          | at the rate of                                       |
| Qtl                          | Quintal  |

## ii) BILL OF QUANTITIES

-----

| <b>NAME OF WORK:REPLACEMENT OF DAMAGED FENDERS AT JETTY NO 12, 13, BERTH NO 8 AND BERTH NO 14.</b> |  |            |             |                                |                         |
|--|--|------------|-------------|--------------------------------|-------------------------|
| <b>Item No.</b>  | <b>DESCRIPTION OF ITEM</b>   | <b>QTY</b> | <b>UNIT</b> | <b>RATE IN figures / WORDS</b> | <b>AMOUNT (Rs. Ps.)</b> |
| 1  | Manufacture, testing and Supply of 1600H 'SUPER CELL type fender with RS grade rubber along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing with all fixtures, such as Chains, anchoring bolts(M48),nuts, locknuts & frontal frame fixing bolts(M48) of SS-316. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and sparking pad fixed with M16 bolts of SS-316.The frontal frame shall be painted after fabrication with two coats of 40-60 microns primer of epoxy paint and final three coats of 100-120 micron thick epoxy paint after de-greasing and cleaned by sand blasting etc. complete The technical specifications of fender are as below:- Energy absorption 128.00 TM and Horizontal reaction force 195 Tons at Maximum deflection 52.50% Maximum size of vessel 85,000 DWT & approach velocity 15cm/Sec. etc., complete. | 5.00       | Set         | 11,25,000.0                    | 56,25,000.00            |
| 2  | Manufacture, testing , Supply and  | 4.00       | Set         | 2160000.00                     | 8640000.00              |

|   |  |      |     |           |           |
|---|--|------|-----|-----------|-----------|
|   | <p>commissioning / installation of of 1700 H cell fenders system with including removable type of frontal pads of Size 2.600 mts x 4.30 mts x 0.275 for berthing dolphin from an approved manufacturer meeting the berthing energy absorption and reaction forces requirement given in Technical Specifications &amp; drawings for the said type of fenders. Cell fender of type SUC 1700 H RH grade Fender Bridge type 0.9 or equivalent, on Berthing dolphin, including removable type frontal pads and all necessary fixtures. The rate should include design, supply, installation, testing &amp; commissioning of fenders and necessary fixtures such as chains, 'U' bolts, fasteners etc. complete</p> |      |     |           |           |
| 3 | <p>Manufacture, testing , Supply and commissioning / Instalation of of Cell fender of type SUC 800 H RH grade Fender Bridge type 0.9 or equivalent, cell fenders system with including removable frontal pads of size 1.80 mts x 1.80 mts for flexible dolphins system from an approved manufacturer meeting the berthing energy absorption and reaction forces requirement given in Technical Specifications &amp; drawings for the said type of fenders. The rate should include design, supply, installation, testing &amp; commissioning of fenders</p>  | 2.00 | Set | 360000.00 | 720000.00 |

|   |   |      |     |            |            |
|---|---|------|-----|------------|------------|
|   | and necessary fixtures such as chains, 'U' bolts, fasteners etc. complete. Cell fender of type SUC 800 H RH grade Fender Bridge type 0.9 or equivalent, on Flexible dolphin, including removable type frontal pads and all necessary fixtures   |      |     |            |            |
| 4 | Manufacture, testing , Supply of 1200H "Hyper Cell / Cone " type fender of J4 grade rubber along with Box type frontal frame of 2.44x2.44x0.25m size with 20mm plates confirming to the standard specification and drawing with all fixtures, such as anchoring bolts, required chains weight and safety. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and anti-sparking pads fixed with M16- bolts of SS-316. The frontal frame fixed to the fenders with 1-1/2" bolts, nuts, lock nut of SS-316. . The frontal frame shall be of box type and painted after fabrication with one coat of primer and two coats of epoxy paint of 130-150micron thick after degreasing and cleaned by sand blasting etc., complete. The technical specifications of fenders are also shown along with drawing. Energy absorption 100.90 TM and Horizontal reaction force 165.30 Tons at Rated deflection 67.5% and fixing the above supplied fender sets with safety and shear chains, hooks as required | 2.00 | Set | 1161000.00 | 2322000.00 |

|   |   |      |     |            |            |
|---|---|------|-----|------------|------------|
|   | for fixing the fender to the existing concrete surface including cost of all labour, machineries, tools and plants and all other incidental charges etc. complete as directed by the department. (Stand by )  |      |     |            |            |
| 5 | <p>Manufacture, testing , Supply and fixing/ instalation / Commissioning of 1200H "Hyper Cell / Cone " type fender of J4 grade rubber along with Box type frontal frame of 2.44x2.44x0.25m size with 20mm plates conforming to the standard specification and drawing with all fixtures, such as anchoring bolts, required chains weight and safety. The frontal frame shall have 30mm thick UHMW PE synthetic resin anti friction and anti-sparking pads fixed with M16- bolts of SS-316. The frontal frame fixed to the fenders with 1-1/2" bolts, nuts, lock nut of SS-316. The fender legs are to be fixed to the berth face using 8 no's of SS-316 bolts of size M42 in to the existing sleeves. The frontal frame shall be of box type and painted after fabrication with one coat of primer and two coats of epoxy paint of 130-150micron thick after de-greasing and cleaned by sand blasting etc., complete. The technical specifications of fenders are also shown along with drawing. Energy absorption 100.90 TM and Horizontal</p> | 2.00 | Set | 1593091.00 | 3186182.00 |



|   |  |      |    |           |           |
|---|--|------|----|-----------|-----------|
|   | reaction force 165.30 Tons at Rated deflection 67.5% and fixing the above supplied fender sets with safety and shear chains, hooks as required for fixing the fender to the existing concrete surface including cost of all labour, machineries, tools and plants and all other incidental charges etc. complete as directed by the department. (BERTH no 14)  |      |    |           |           |
| 6 | Fixing of SUPER CELL type fender of size 1600H along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing including making holes by drilling in to the deck (if requierd) to accomodate fixtures, such as anchoring bolts as required for fixing the fender to the existing concrete surface, including epoxy concrete, the cost of all labour, machineries, tools and plants and all taxes etc. complete as directed by the Engineer-in-charge (Fixing in Jetty area) | 2.00 | No | 306000.00 | 612000.00 |
| 7 | Fixing of SUPER CELL type fender of size 1600H along with frontal frame of size 2.50x2.20x0.275m confirming to the standard specification and drawing including making holes by drilling in to the deck (if requierd) to accomodate fixtures, such as anchoring bolts as required for fixing the fender to the existing  | 1.00 | No | 207000.00 | 207000.00 |

|    |   |          |    |             |               |
|----|---|----------|----|-------------|---------------|
|    | concrete surface, including epoxy concrete, the cost of all labour, machineries, tools and plants and all taxes etc. complete as directed by the Engineer-in-charge ( land Portion)   |          |    |             |               |
| 8  | Removal of the existing frontal frame along with the damaged fenders of Size 1600 H / 1700 H / 800H and transporting the same to the departmental store shed/yard and stacking including the cost of all labour, tools and plants, machineries, loading and unloading etc complete as directed by the Engineer in charge. Jetty area. | 8.00     | No | 2,20,000.00 | 17,60,000.00  |
| 9  | Removal of the existing frontal frame along with the damaged fenders and transporting the same to the departmental store shed/yard and stacking including the cost of all labour, tools and plants, machineries, loading and unloading etc complete as directed by the Engineer in charge. Berth Area                                 | 1.00     | No | 99,000.00   | 99,000.00     |
| 10 | Credit for taking away dismantled rubbers including loading unloading and transportation charges.   | 11100.00 | KG | 13.67       | (-) 151737.00 |
| 11 | Credit for taking away dismantled Steels, scraps etc. including loading unloading and transportation charges.   | 13800.00 | Kg | 31.53       | (-) 435114.00 |

|  |   |                |
|--|---|----------------|
|  | <b>TOTAL Rs.</b>                            | 2,25,84,331.00 |
|  | Excess/Less (In Percentage in two decimals) |                |
|  | Quoted Amount in Figures                    |                |

**(Quoted amount in Words Rupees .....)**

**Note:** GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.

1. Contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence

**SIGNATURE OF THE BIDDER**

**(iii) FORM OF TENDER**

NAME OF CONTRACT.....

To

Executive Engineer (Civil)  
New Mangalore Port Authority  
Panambur  
Mangalore - 575 010

Sir

1. We have examined the Conditions of Contract, Specification, Drawings, Bill of Quantities, and Addenda Nos----- for the execution of the above-named Works, and we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda
2. We acknowledge that the Appendix forms part of our Tender.
3. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.
4. We agree to abide by this Tender for the period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

Signature \_\_\_\_\_ in the Capacity of \_\_\_\_\_ duly  
authorised to sign Tenders for and on behalf of \_\_\_\_\_  
\_\_\_\_\_

(IN BLOCK LETTERS)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses

1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION VII****SCHEDULE II****(See sub rule (1) of Rule 36)**

| Sl. No. | Name of the Mineral  | Present Rate of Royalty   | Royalty to be revised |               |
|---------|--|---|-----------------------|---------------|
|         |  |   | Export                | Domestic      |
| 1       | Ornamental and Decorative Building Stones as defined under clause(m) of Rule 2<br>A)Dyke Rock<br>(i)Black granites:<br>(a)Chamarajanagar District: | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.4,500 per m3 which is higher.      | Rs.1,200 per MT       | Rs.600 per MT |
|         | (b)All other Districts other than(a)above  | 15% of Sale Value or of Average Selling Price on advalorem basis orRs.1,500 per m3 which is higher.       | Rs.1700 per MT        | Rs.400 per MT |
|         | (ii)Other varieties of dyke other than black granites(Entire State)  | 15% of Sale Value or of Average Selling Price on advulorem basis or Rs.1,500 per m3 which is higher.      | Rs.500 per MT         | Rs.375 per MT |
|         | (B)(I)Pink and Red Granites (Ilkal Pink Variety)<br>(i) Hungunda and Badami Taluk of Bagalkot District, Kustagi of Koppal District.                | 15%of Sale Value or of Average Selling Price on advalorem basis or Rs.1,200                               | Rs.1,000 per MT       | Rs.400 perMT  |
|         | (ii) Pink and Red Granites, Gneissess and their structural verities (other than Ilkal Pink Variety)  | 15% of Sale Value or Average Selling Price on advalorem basis or Rs.1,800 Variety) per m3 which is higher | Rs.600 per MT         | Rs.350 per MT |

|   |  |  |                |               |
|---|--|--|----------------|---------------|
|   | C) Grey and White Granites and their varieties:<br>(i) Very fine grained Grey granite (Sira grey Variety) Price on Chintanmi, Siddlaghattaof Chikkaballapura District Hoskote of Bangalore District. | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1,350 per m3 which is higher. | Rs.500 per MT  | Rs.350 per MT |
|   | (ii) Grey and white granites and textural varieties having shades of grey, black and white colours (other than (i) above Entire State.   | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1,050 per m3 which is higher. | Rs.375 per MT  | Rs.250 per MT |
|   | (iii) Grey granite of Devanahalli Taluk of Bangalore Rural District and Chikkaballapur taluk of Chikkaballapur District  | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.600 per m3 which is higher.   | Rs.300 per MT  | Rs.200 per MT |
| 2 | Felsite and its varieties suitable for use as Ornamental Stone- Entire State   | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.  | Rs.900 per MT  |               |
| 3 | Quartzite and sand stone and their varieties suitable for use as Ornamental Stone- Entire State  | 15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.  | Rs.900 per MT  |               |
| 4 | Marble and   | 15% of Sale Value or of Average Selling Price on   | Rs.1000 per MT |               |

|    |   |  |  |
|----|---|--|--|
|    | Crystalline Limestone as ornamental Stone- Entire State                             | advalorem basis or Rs.1800 per m3 which is higher. |  |
| 5  | Bentonite-Entire State  | Rs.400 per MT                                      | Rs.500 per MT                          |
| 6  | Fuller Earth-Entire State   | Rs.125 per MT                                      | Rs.125 per MT                          |
| 7  | Buff colour (waste) the permits not exceed 20% of permit issued For Fullers Earth   | Rs.60 per MT                                       | Rs.70 per MT                           |
| 8  | Limestone under the title "Shahabad Stone"  | Rs.70 per 10 Sq meters or Rs.70 per MT             | Rs.50 per 10 Sq meters or Rs.50 per MT |
| 9  | Limestone(non-cement) when used for building stone-Entire State                     | Rs.25 per MT                                       | Rs.60 per MT                           |
| 10 | Ordinary Building Stone(Entire State as defined under clause(g) of Rule2(1)         | Rs.60 per MT                                       | Rs.70 per MT                           |
| 11 | Limeshell-Entire State  | 100 per MT   | 120 per MT                             |
| 12 | Lime Kankar (non cement) Entire State   | 50 per MT  | 80 per MT                              |
| 13 | Agate, Chalcedony, Flint- Entire State  | 240 per MT   | 300 per MT                             |
| 14 | Ordinary Sand-Entire State  | 60 Per MT  | 80 Per MT                              |
| 15 | Steatite and sand stone used for making household utensils / articles-Entire State. | 40 Per MT  | 80 Per MT                              |
| 16 | (i) Murram (All types of soils)- Entire State                                       | 20 per MT  | 40 per MT                              |
|    | (ii) Clay used for  | 40 per MT  | 60 per MT                              |



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|    | manufacturing tile sand bricks   |  |  |
| 17 | Waste rocks generated in ornamental stone quarry- which is suitable for ornamental purpose Entire State (See explanation under Rule36)                               | 300 per MT or 850 CUM  | 300perMT                               |
| 18 | Irregular shaped waste rock generated in Ornamental stone quarry, which is not suitable for ornamental purpose (used for making aggregates and m-sand) Entire State. | 60 per MT  | 40 per MT                              |
| 19 | Waste rocks generated in Shahabad stone quarry- Entire State (See explanation under Rule-36)   | 60 per MT  | 40 per MT                              |
| 20 | Finished Kerb stones/cubes not exceeding 30 cms each face-Entire State.  | 110per MT  | 150 per MT                             |
| 21 | Barytes<br>(i) A Grade (Grey colour<br>(ii) B Grade (Grey colour)<br>(iii) C, D Grade &Waste   | 6.5% of average selling price or of sale value whichever is higher on ad-valorem basis | 400 per MT<br>300 per MT<br>200 per MT |
| 22 | Calcite  | 15% of average selling price or of sale value whichever is higher on ad-valorem basis  | 80 per MT                              |
| 23 | China clay and Kaolin (including Ball clay, White shell, Fireclay and white clay)  |  | 80 Per MT                              |

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|----|---|--|--|
|    | i)Crude/Raw<br><br>ii)Processed             | 8% of average selling price or of sale value whichever is higher on ad-valorem basis.<br><br>12% of average selling price or of sale value whichever is higher on ad-valorem basis | 600 per MT   |
| 24 | Corundum                                    | 12% of average selling price or of sale value whichever is higher on ad-valorem basis  | 15% of Sale Value or of Average Selling Price on ad valorem basis which is higher. |
| 25 | Dolomite                                    | Rs.75 per MT   | 100 per MT   |
| 26 | Dunite and Pyroxenite                       | Rs. 30 per MT  | 60 per MT  |
| 27 | Felsite (Other than for ornamental purpose) | 12% of average selling price or of sale value whichever is higher on ad-valorem basis  | 120 per MT   |
| 28 | Gypsum                                      | 20% of average selling price or of sale value whichever is higher on ad-valorem basis  | 150 per MT   |
| 29 | Jasper                                      | 12% of average selling price or of sale value whichever is higher on ad-valorem basis  | 150 per MT   |
| 30 | Quartz, feldspar                            | 15% of average selling price or of sale value whichever is higher on ad-valorem basis  | 100 per MT   |
| 31 | Mica<br><br>i. Crude                        | 4% of average selling price or of sale value whichever is higher on  | 1500 per MT<br>500 per MT  |

|    |  |   |                             |
|----|--|---|-----------------------------|
|    | ii. Waste  | ad-valorem basis  |                             |
| 32 | Quartzite & Fuchsite<br>Quartzite not suitable for use as Ornamental /Gemstones  | 12% of average selling price or of sale value whichever is higher on ad-valorem basis | 100 per MT                  |
| 33 | Laterite<br>i) /dispatched for use in cement or chemical industries or Abrasive or Refractory purpose (below threshold value as specified by IBM from time to time)<br>ii) For use as building stone (below threshold value as specified by IBM) | Rs.60 per MT  | 160 per MT<br><br>60 per MT |
| 34 | Ochre  | Rs.24 per MT  | 60 per MT                   |
| 35 | Pyrophyllite   | 20% of average selling price or of sale value whichever is higher on ad-valorem basis | 200 per MT                  |
| 36 | Shale  | Rs.60 per MT  | 150 per MT                  |
| 37 | Slate  | Rs.45 per MT  | 150 per MT                  |
| 38 | Silica Sand  | 10% of average selling price or of sale value whichever is higher on ad-valorem basis | 100 per MT                  |
| 39 | Steatite or Soapstone (Other than for house hold articles)   | 18%of average selling price or of sale value whichever is higher on ad-valorem basis  | 200perMT                    |

|    |  |                                       |  |
|----|--|---------------------------------------|--|
|    | Talc   | --                                    | 200perMT   |
| 40 | All other minerals (which is not specified in schedule-II)<br>Entire State | 30% of sale value on ad-valorem basis | 30% of Sale Value or of Average Selling Price on ad-valorem basis which is higher. |

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**SECTION VII****SCHEDULE – B****MINIMUM RATES OF WAGES****ABSTRACT OF MINIMUM RATES OF WAGES FROM RELEVANT NOTIFICATIONS**

MINIMUM RATES OF WAGES APPLICABLE IN THE BEAT OF ALC(C), MANGALORE WITH EFFECT FROM **01.04.2024**

Minimum Wages applicable “Construction or maintenance of roads, runways or in building operations including laying down underground electric, wireless, radio, television, telephone and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipelines”-

| Category                              |         |        |        |
|---------------------------------------|---------|--------|--------|
|                                       | Area: A | Area:B | Area:C |
| Unskilled                             | 778.00  | 651.00 | 522.00 |
| Semiskilled/<br>Unskilled Supervisory | 862.00  | 734.00 | 610.00 |
| Skilled/Clerical                      | 948.00  | 862.00 | 734.00 |
| Highly Skilled                        | 1028.00 | 948.00 | 862.00 |

(Kindly Note: Area A: Bangalore (UA), Area B: Mangalore (UA), Mysore (UA), Belgaum (UA), Hubli-Dharwad, Area C: All other places in Karnataka not specified above as per Ministry of Labour and Employment F.No. 1 /7(3)/2023-LS-II dated 02.04.2024.)

“Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry latrines (Prohibition) Act, 1933”.

| Area | Rates of wages Rs. |
|------|--------------------|
| ‘A’  | 778.00             |
| ‘B’  | 651.00             |
| ‘C’  | 522.00             |

“Employment of Watch and Ward”-Rates of wages for employees employed in watch and ward – Govt. of India, Ministry of Labour

| Area | Without arms       | With arms          |
|------|--------------------|--------------------|
|      | Rates of wages Rs. | Rates of wages Rs. |
| ‘A’  | 948.00             | 1028.00            |
| ‘B’  | 862.00             | 948.00             |
| ‘C’  | 734.00             | 862.00             |

For further details log on to Ministry of Employment