



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



TENDER DOCUMENT FOR
“COMPREHENSIVE OPERATION AND MAINTENANCE
OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE
SHARING BASIS FOR A PERIOD OF THREE (03) YEARS
AT NEW MANGALORE PORT AUTHORITY”

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PART I

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

N.I.T. No. CME-10/2024-25

Dated: 14/10/2024

TITLE OF WORK: “COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”.

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है। DSC once mapped to an account cannot be remapped to any other account..It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or <https://newmangaloreport.gov.in> पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. **Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or <https://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. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should submit the EMD and tender fee as specified in the tender. The original RTGS/NEFT receipt /evidence of EMD Credited should be posted/couriered/given in person to the Tender Inviting Authority,(or attached along with technical bid) within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए | The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the bid including tender document(s) online duly sealed, signed, filled well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा | There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा। It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any sort of

delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा,। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।

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

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा। At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्रॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा। After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.

20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा। The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard

Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily except in the case as per clause no.2.2.1(m) below.
23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof .
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा । In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.
26. GST returns shall be filed in time by the contractor. Input Tax credit lost if any due to non-filing of return will be recovered from contractor.

PART – II

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निविदा आमंत्रण सूचना/NOTICE INVITING TENDER

TITLE OF WORK: e-TENDER FOR "COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY".

1	निविदा संख्या/ TENDER NO. निविदा आईडी/ Tender ID:	CME-10/2024-25 Dated 14/10/2024 . 2024_NMPT_830579_1
2	निविदा का तरीका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि/ Date of NIT available to parties to download.	15/10/2024 . at 10.00 hrs.
4	ऑनलाइन प्री-बिड केरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid query submission	15/10/2024 . at 10.00 hrs.
5	ऑनलाइन प्री-बिड केरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid query submission	22/10/2024 at 15.00 hrs.
7	बयाना राशि/ Earnest Money Deposit	The tenderer is required to pay Rs.1,82,450/- (Rupees One Lakh Eighty Two Thousand Four Hundred Fifty only) as EMD or exemption certificate as per clause No 2.2.1(l) of ITB. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects.
8	निविदा शुल्क/ Tender Fees	Rs.1,120/- (Rupees One Thousand One Hundred and twenty only) inclusive of 12% GST - Non-refundable or submit exemption certificate as per clause No 2.2.1(l) of ITB.
9.	http://eprocure.gov.in/eprocure/cpp पर ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि/Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	23/10/2024 at 10.00 hrs.
10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid.	05/11/2024 at 15.00 hrs.
11	तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid.	06/11/2024 at 16.00 hrs.
12	मूल्य बोली खोलने की तिथि और समय/ Date & Time of opening of Price Bid	To be communicated separately.
13	संविदा अवधि/ Contract period	Three (03) years as per the dates mentioned in the work order
14	निविदा की वैधता /Validity of Tender.	120 days from the date of opening of tender (Tech. Bid).

Note: Amendments to the tender (if any) will be issued only through web site <https://newmangaloreport.gov.in> and on CPP Portal www.eprocure.gov.in/eprocure/app.

Sringswara N S
Superintending Engineer (Mechl).

2. INSTRUCTIONS TO BIDDERS (ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Superintending Engineer (Mechl.) on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of “**COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY**”.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) EMD: The tenderer is required to pay Rs.1,82,450/- (Rupees One Lakh Eighty Two Thousand Four Hundred and Fifty only) as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser’s interest in all respects. RTGS receipt/evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (l) below.
- b) TENDER FEE for Rs.1,120/- (Rupees One Thousand One Hundred and twenty Only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (l) below
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) Particulars of Bidder as per **Annexure –1**.
- f) Tender Form as per **Annexure- 4**.
- g) Bank Details of the Bidder for E-Payment - **Annexure-9**.
- h) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.

- i) Copies of annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years as per **Annexure-2**
- j) Form of Declaration – **Annexure-7**
- k) Format for Power of Attorney: - **Annexure -8**
- l) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- m) Dispute review Board – **Annexure 10**
- n) Details of ongoing contracts at NMPA – **Annexure 11**
- o) Undertaking on Indemnification – **Annexure - 12**

2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. 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. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 **ELIGIBLE BIDDER:-**

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover and Tender Form information as per Annexure -2 & 4.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 **(MOC) MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MOC)**

- 2.4.1 The Bidder should have an average Annual financial turnover of Rs.23,19,300/- for

the last 3 financial years 2021-22, 2022-23 & 2023-24.

Note:- 1. Documentary evidence duly self attested viz – auditor’s certificates / balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2023. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Eg: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the Contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure 11, then the Contractor can Bid only for the remaining Financial Capacity i.e. Rs.6,00,000/- (Rupees Six lakhs only)}.

2.4.2 **TECHNICAL CRITERIA:**

2.4.2.1 The bidder should have Experience of successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -

“**Similar Works**” means Supply, Installation, testing & commissioning of at least one weighbridge suitable for weighing Goods carrier vehicles at any Government/Private institution.

OR

Operation & Maintenance contract of at least one weighbridge suitable for weighing Goods carrier vehicles at Government/Private institution for a minimum period of three years.

OR

Owns, Operates and maintains at least one weighbridge suitable for weighing Goods carrier vehicles as a captive user / self business entity.

2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2.1 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.2.1 The bidder shall submit self attested photo copies of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done. A copy of the

- work order should also be submitted for which the bidder is submitting completion certificate.
- 2.4.2.2.2 In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- 2.4.2.2.3 If the Bidder has carried out the Operation & Maintenance contract of weighbridge (minimum three years), then the Bidder shall enclose corresponding LOA/work order/agreements and satisfactory Completion Certificates issued by the Client, indicating the date of Completion for the contracts.
- 2.4.2.2.4 If the Operation & Maintenance contract of weighbridge is an ongoing work, then the Bidder shall enclose corresponding LOA/work order/agreements and satisfactory performance Certificates issued by the Client, as on the month previous to the once in which the tender was invited. However, the Bidder should have completed minimum 3 years in the ongoing contract (Eg: If the contract is for 10 years, the Bidder should have completed minimum three (3) years as on last day of month previous to the one in which applications are invited).
- 2.4.2.2.5 If the Bidder owns and operates the weigh bridge as per similar works, then the Bidder shall enclose proof of purchase of the equipment in the Bidder's name. Further, the Bidder shall also submit valid license or equivalent document issued by the statutory authorities for operating the weigh bridge (Document shall be valid at the time of bidding. If the validity of the document expires at the time of award, then the successful bidder shall produce the renewed license/ equivalent document issued by the statutory authorities before award of the contract).
- 2.4.2.3 The Bidder shall have valid GST Registration Certificate and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
- 2.4.2.4 The contractor shall have an operational office at Mangalore to monitor the day to day activities of the subject contract. A nodal officer shall be deployed in the office who shall be single point contact for Port officials for all operational related issues in the contract. Necessary documents proving office at Mangalore shall be enclosed along with the bid. In case the bidder doesn't have an office at Mangalore, an undertaking stating that, he will establish an office at Mangalore on award of contract shall be submitted along with the bid, failing which the bid shall not be considered for evaluation. Further, after award of contract , if the

contractor does not operate/establish the office at Mangalore as stated above, the contract shall be terminated as per clause No 3.10

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSE authorities if applicable, if they have :

2.4.3.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

Note: LAST DATE FOR SUBMISSION OF TENDER : NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES

2.5.1 The contractor may visit the Port area before quoting. The Bidder should quote the revenue share by taking into consideration all operational expenses. The bidders are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities available, the Customs procedures and with the industrial areas in and around NMPA. The tenderer can visit the NMPA site on any working day prior to submitting the tender.

2.5.2 All expenses towards, comprehensive Operation and maintenance of both the weighbridges, manpower, spare parts for the maintenance of both the weighbridges uniforms, tools and tackles, safety measures etc. shall be borne by the Bidder.

2.5.3 The GST as applicable shall be paid by the successful bidder along with the revenue share to the Port Authorities. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.

2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.7 ONE BID PER BIDDER

- 2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
 - 2.7.2.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
 - 2.7.2.2 Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

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

2.9 EARNEST MONEY DEPOSIT (EMD)

2.9.1 EARNEST MONEY DEPOSIT shall be pay Rs.1,82,450/- (Rupees One Lakh Eighty Two Thousand Four Hundred and Fifty only) - RTGS receipt of the same shall be uploaded along with the Technical Bid. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 2.2.1 (m).

2.9.2 The Earnest Money Deposit of unsuccessful Tenderers except L2 shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer and L2 Tenderer shall be refunded (without interest) only on receipt of Bank Guarantee as stipulated in the tender from the successful tenderer.

2.9.3 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.

2.9.4 The Earnest Money Deposit may be forfeited, if

2.9.4.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.4.2 the successful Bidder fails within the specified time limit to

2.9.4.2.1 sign the Agreement or /submit the performance security or

2.9.4.2.2 Fail to commence the work on the specified date as per LOA/Work order.

2.9.5 In case the Firm has submitted MSE certificates as per clause no 2.2.1 (l) , for participating in the tender , then the firm may be debarred for a period of three (3) from participating for tenders at New Mangalore Port Authority duly informing the MSE authorities , if

2.9.5.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.5.2 the successful Bidder fails within the specified time limit to

2.9.5.2.1 sign the Agreement /submit the performance security or

2.9.5.2.2 Fail to commence the work on the specified date as per LOA/Work order.

2.10 **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 **AMENDMENTS:**

2.11.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.11.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at its discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.12 **LANGUAGE OF TENDER :**

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

2.13 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.10 of Tender Document.

2.14 **TENDERED CURRENCIES:**

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

2.15 PRE BID QUERIES

Pre-bid queries shall be uploaded online only in the e-procurement portal on or before 22/10/2024 at 15:00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/ CPP websites. No pre-bid meeting will be held with the prospective Bidders.

2.16 TENDER OPENING AND EVALUATION:

2.16.1 **OPENING OF TECHNICAL BID:** Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.2 SCRUTINY AND EVALUATION OF THE TENDER

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid:

- a) meets the eligibility criteria defined at 2.3 & 2.4 above.
- b) Has been properly signed by an authorized signatory holding Power of Attorney in his favor.
- c) accompanied by EMD & Tender fee, except in case as per clause No.2.2.1(m).
- d) is responsive to the requirement of the bidding documents .

If any of the above conditions are not satisfied, the bid shall be rejected outright.

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

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

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of

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

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

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

2.16.3 OPENING OF PRICE BID:

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

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

2.16.3.3 The Bidders has to quote the Revenue share per month for the subject work in the price Bid format– PART III.

2.16.3.4 The evaluation shall be done on the basis of **Highest percentage (H1)** quoted.

2.16.3.5 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a

week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.16.3.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/ construction methods and schedule proposed.

2.16.3.7 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

2.16.3.8 The price Bid with any counter conditions will be summarily rejected.

2.17 AWARD OF CONTRACT

2.17.1 Award Criteria

The employer will award the contract to the H1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the highest Revenue share, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No 2.4. The second bidder (H2) shall be kept in reserve and may be invited to match the bid submitted by the (H1) bidder in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the highest offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after

and in the conditions of contract called the “ letter of acceptance”) will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”).

2.19.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

2.19.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 5 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.20 **PERFORMANCE SECURITY** for a sum of Rs.9,13,000/-including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of 05 years plus Six Months claim Period. Thereafter, the Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.10 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period. If any additional vehicles are ordered, the Performance guarantee for 3% of the hiring charges for the remaining contract period plus GST shall be submitted.

The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser’s interest in all respects.

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

2.21 CORRUPT OR FRAUDULENT PRACTICES

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

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

2.21.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.21.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.23 **SETTLEMENT OF DISPUTES:**

2.23.1 **AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:**

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Engineer, the mater in dispute shall in the first place, be referred in writing to the Engineer and an attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Engineer or Engineer's Representative was either outside the authority given to the Engineer or Engineer's Representative 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 Engineer's Representative decision.

Unless the Contract has already been repudiated or terminated, 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 such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board or an arbitral award. The Dispute Review Board (DR Board) will be constituted after award of Contract and execution of Agreement.

Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable statement thereof has been made.

2.23.2 **ARBITRATION:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same

whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the arbitrator so appointed is an ex-employee of NMPA.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. In case of any disputes or differences between the parties hereto, the court at Mangalore shall alone have jurisdiction to entertain the suit/arbitration award.

2.24 Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

Sringeswara N S
Superintending Engineer (Mechl).

3.0 GENERAL TERMS AND CONDITIONS:

3.1 DEFINITIONS

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

- 3.1.1 "Employer"** means Board of Trustees of New Mangalore Port, a body corporate under the Major Port Authority Act, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and

all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

3.1.10 "Trials" and "Tests" shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.

3.1.11 "Approved" or "Approval" shall mean approval in writing.

3.1.12 "Month" shall mean English Calendar Month.

3.1.13 "Engineer-in-charge/representative" shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.

3.1.14 "H1" means the highest tender or highest bid or the highest revenue share received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

3.1.15 Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

3.1.16 "Procurement entity" means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 USE OF CONTRACT DOCUMENT:

3.2.1 The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.2.2 Contract Document: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3 PERIOD OF CONTRACT

The contract shall be awarded for a period of Three (03) Years from the date mentioned in the work order for commencement of contract. NMPA shall, however, have the right to exercise its discretion of extending the contract by another one or two years in case if it considers it necessary on mutual acceptance. The extension shall be granted on the basis of same revenue share, terms and conditions.

3.4 No request for any change in revenue share will be entertained during the pendency of the contract.

3.5 TARIFF FOR WEIGHMENT:

The tariff for Weighment is as under.

1	Weighment of Cargo on the Port Lorry weigh bridge	Rs. 47.09 per truck both ways + G.S.T
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The Tariff to be charges is fixed for the entire duration of the contract.

3.6 TAXES: The contractor shall pay the applicable GST along with the revenue share. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof / evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

3.7 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc.

3.8 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

3.9 EXIT CLAUSE:

NMPA will have the liberty to terminate the contract by giving an advance notice of (90) ninety days in case there are strong business reasons for it to do so as determined by its management.

3.10 TERMINATION OF THE CONTRACT

3.10.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than Ninety (90) days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSE if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.10.1.1 forfeit the Performance Guarantee as it may consider fit;

3.10.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the Contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.

3.10.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the Contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the Contractor by NMPA under this or any other contract or otherwise. The Contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

3.10.3 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3.10.4 Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of ninety (90) days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.11 DEBARRING OF BUSINESS DEALINGS

3.11.1 In the event of premature termination of contract in terms of provisions of clause 3.10 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of three (03) years duly intimating MSE if applicable.

3.11.2 Further, in case if it comes to the notice of NMPA that the bidder/Contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years duly intimating MSME if applicable.

3.12 POLICE VERIFICATION

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

3.13 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the port for any accidents/incidents while carrying out the contract.

3.14 INSURANCE

3.14.1 The Contractor shall effect and maintain the following policies at no cost to NMPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;

- a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
- b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and

- b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.15 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach unauthorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of; 31

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

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

The Contractor shall submit a indemnity bond on a Rs.100 stamp paper as per the format at Annexure 12.

3.16 PERSONAL PROTECTIVE EQUIPMENTS

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

3.17 CONDUCT

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

3.18 ACCIDENT

3.18.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.

3.18.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

3.19 RECORD OF ATTENDANCE

The Contractor will be responsible to obtain Biometric RFID cards for each of his/her employee, from NMPA as per the existing procedure on payment basis . These RFID card details will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the contactors.

3.20 IDENTITY CARD

NMPA will issue blank RFID card with Biometric verification system to each employee of the outsourced contract as per the applicable charges, purely for the purpose of attendance records. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

3.21 SUB-CONTRACTING

The Contractor shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

3.22 FORCE MAJEURE:

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

3.23 ADDITION & ALTERATION:

To take care of any change in the requirement during the period starting from issue of Work order/LOA till completion of the contract, NMPA reserves the right to increase or decrease the quantity of manpower to the extent of 10% of the deployed staff as per agreement without any change in the terms & conditions and prices quoted by the successful bidder.

The Wages for such additional altered work (manpower) under this clause shall be worked out in accordance with the Minimum wages, ESI and PF for that particular category, which shall be reimbursed by the Port on actual basis.

3.24 DEATH OF THE CONTRACTOR:

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

3.25 NOTICE:

Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, NMPA, shall be issued or taken on his behalf by the official, in charge of the weighbridge, or officer so nominated by the Competent Authority. The contractor shall furnish to the Chief Mechanical Engineer of NMPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

3.26 WAIVER OF DAMAGES:

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

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

3.27 INTERPRETATION OF THE CLAUSE:

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the NMPA's condition/clause of contract if required.

Sringeswara N S
Superintending Engineer (Mechl).

4.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

1. **Contractor's Working Area :**
The Contractor will be provided with one room in the Mobile Crane sub division (MC) for their office and store, free of cost. The Contractor will be permitted to use the Toilet facilities provided in the MC subdivision.
The Contractor shall except when authorized by the Engineer, confine his men, materials and plant in the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with works unless the prior written consent of the EIC.
2. **Water Supply:** Fresh water will be made available to the contractor at existing fresh water supply line for which payment shall be paid as per actuals.
3. **Electric Power:** Electric Power supply will be made available to the Contractor free of cost for the Operation and Maintenance of weigh bridges and also for the Office/Store room provided to the Contractor.
4. **Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. In case entry pass is required for the vehicle, the vehicle shall be fitted with spark arrestors.
5. Major PORT AUTHORITYs - 1963, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
6. No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules.
7. The Contractor shall ensure smooth operation throughout the contract period by continuously monitoring the condition and health of the Weighbridges during operation and regular maintenance as and when required. Any break downs in any weighbridges is to be immediately reported to the EIC or his representative.
8. New Mangalore Port Authority has the absolute right to inspect weighbridges at any time. Any abnormal condition observed in operation or maintenance of these facilities during such inspection shall be rectified by the Contractor immediately.
9. 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.

10. No cooking is permitted inside the plant. If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the EIC or his representative.

11. If any staffs deployed under contract misbehaves/ doesn't obey the orders of EIC, the Contractor shall be intimated twice to issue warnings to the concerned staff. If the concerned staff doesn't change his attitude of disobedience/ misbehavior; a third notice shall be served to the Contractor, to terminate the concerned staff. The Contractor upon receipt of the third notice shall immediately remove the staff from the contract and provide a replacement within 7 days from the date of issuance of the third notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 7 days from the date of issuance of the third notice, a penalty of Rs 500 per day in addition to the nonpayment of wages for the concerned staff shall be imposed from the 8th day of issuance of third notice to the contractor, from the payment due to the contractor till such appointment has been made.

12. **CONTRACTOR'S RESPONSIBILITIES & DUTIES:**

a. The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at both the weighbridges, (where they need to work). They are also advised to familiarize themselves with the procedures and method of working of the ports. The tenderer can visit NMPA on any working day prior to submitting the tender and acquaint himself with the scope of work.

13.1 If sufficient reasons are found to establish that the contractor is doing business directly with NMPA's customers or other private container operators with lower rates, the same (lower) rate will become payable / paid to him.

13.2 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep NMPA indemnified against liabilities arising out of the contract on this account.

13.3 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following

:-

- i. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- ii. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
- iii. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
- iv. The Minimum Wages Act 1948.
- v. The Payment of Gratuity Act 1972.
- vi. The Payment of Wages Act 1936.
- vii. The Motor Vehicle Act.

- 13.4 The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
- 13.5 Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify NMPA against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in NMPA.
- 13.6 The contractor shall give his employees/workmen unique identification and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at NMPA premises duly screened and verified, preferably through police verification. NMPA shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of NMPA such person's conduct is not commensurate with the requirements, discipline, decorum and decency of NMPA and/or the person is not desirable with proper performance of the work.
- 13.7 The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- 13.8 The contractor shall provide adequate number of manpower, to ensure proper operation and maintenance of both the Weighbridges to the satisfaction of NMPA officials. The Chief Mechanical Engineer of NMPA shall have the final say in the matter.
- 13.9 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract.
- 13.10 The contractor will be required to keep its premises and/or weighbridges clean in all

respects. The contractor should also be equipped with suitable fire fighting arrangement in the area nominated for the positioning of his equipment in the terminal premises.

14 LICENCE/PERMISSION/REGISTRATION:

Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or NMPA as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, equipment, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against NMPA by Contractor shall be entertained by NMPA for any breach of the provisions/Acts or laws by the contractor.

15 JOINT SURVEY:

Situations may arise during the course of contract, the cargo meets with an accident in the weighbridge. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of NMPA / Consignor / Consignee / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by NMPA. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against NMPA, which come to NMPA under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident while handling. This he shall do to the complete satisfaction of the concerned shipping line / NMPA to which the cargo belongs to at the time of accident.

16 SAFETY

16.1 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and all types of containers. The contractor shall follow

the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

- 16.2 The contractor shall indemnify New Mangalore Port Authority against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 16.3 No unauthorized person should be allowed to work on the equipment. The Reach Stacker handler should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the Reach Stacker.

Sringeswara N S
Superintending Engineer (Mechl).

4. SCOPE OF WORK

4.1 The scope of work described in this chapter shall not be a basis for any dispute with regard to rates/revenue share or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final and acceptable to the Tenderer /Contractor. The **Scope of work** to be carried out by the Contractor in respect of weighbridge are as follows:

4.2 Operation & Maintenance of both the weighbridges

4.2.1 Contractor shall Operate & Maintain the installed Weigh Bridges (Mallya Gate & Marine building) along with the softwares installed for automation in sound working condition by engaging trained personnel.

4.2.2 Contractor shall carry out the Weighment of empty and loaded trucks, containers, trailers etc round the clock.

4.2.3 Contractor shall manage the Traffic in and around Weigh Bridge Operating area round the clock.

4.3 The Contractor shall **share the revenue (as quoted in the Price Bid format – Part III)** together with applicable GST at the end of every month or latest by 7th of succeeding month by means of RTGS/NEFT to NMPA account on the basis of consolidated monthly collection (Gross Revenue). Monthly statement of Weighment shall be submitted prior to the revenue sharing for verification. All damages, if any levied during the preceding months, shall also have to be paid along with the revenue share. If not, the same shall be recovered from the Performance Security Deposit. The Contractor shall provide statement of revenue collected on monthly basis with RTGS/NEFT payment details.

4.4 The Contractor shall pay the applicable Power and water utilization charges monthly to NMPA as per actual.

4.5 Recording of weighment details and issue of weighment slips: Each of the weighment of loaded/empty trucks will have to be captured in the Computer system, which is equipped with facilities of input/feeding and getting the print out of each of the weighments along with the relevant details. It will be the duty of the Contractor to provide necessary trained personnel for carrying out the above work. The recording **of vehicle number** should be done correctly and it should be incorporated into weighment slip. The day wise weighment report must be submitted to the In-charge appointed by NMPA on the next working day. All expenses towards the above shall be borne by the Contractor. The stationery for weighment slips shall be provided by the contractor.

4.6 Attention to inaccuracies of weighment: Since an **accurate weighment** of Cargo is very much essential, any discrepancy will invite penalty and will lead to cancellation of the

Contract. Hence the weighbridge must be operated / maintained with utmost care.

4.7 Weighment charges: The contractor shall collect the weighment charges from the users @ Rs.47.09 per truck/vehicle. This charge is fixed for the entire contract duration. The complaints / instances of collection of any excess charges from the users of Weigh Bridge shall be viewed seriously and damages will be imposed as per Clause No 4.10.3 below.

4.8 Stamping by the Weights and Measures Department: The contractor shall arrange for calibration, testing and certification of the weighbridges every year as per statutory rules. The certificate shall have to be got done from Weight and Measurement department in accordance with standards for Weights and Measures General Rules (Latest). The Contractor shall also be liable to calibrate the weighbridge as and when instructed by the EIC and produce the certificate for verification. The Stamping fees charged by the Government Dept. shall be borne by the Contractor only.

4.9 MAINTENANCE :-

4.9.1 The firm shall maintain both the weighbridges in good working condition during the contract period and shall correct the fault or failures, repair or replace the worn or defective parts/equipment during the normal working hours of shop where the equipment has been installed at his cost. Unserviceable parts/equipment need to be replaced at no extra cost with brand new parts/equivalent or superior specification.

4.9.2 All Break downs of both the Weigh Bridge shall be rectified immediately by the contractor. The contractor shall attend the breakdowns by deputing service personal to oral / telephonic/ or other modes of intimation for repair and maintenance of the said machines within 2 hours failing which penalty as per clause No 4.12 shall be levied.

4.9.3 The firm shall ensure that the machine is in proper working condition, to the full capacity, after repair and maintenance.

4.9.4 The contractor shall maintain critical spares required for the operation and maintenance of the weighbridges. The contractor shall furnish such list of critical spares which shall stocked by the contractor for the smooth operation and maintenance of the weighbridges within 15 days from the award of the contract.

4.9.5 The contractor shall maintain the consumables required for day-to-day operation of the weighbridges.

4.9.6 Besides attending the breakdown calls, the contractor shall carry out corrective and preventive maintenance of the weighbridges as per the OEM recommendations.

4.9.7 The contract is valid for Three (03) years from the date mentioned in the work

order/LOA or the date of commissioning as declared by the EIC. After completion of the contract period (including extension if any) the weighbridges shall be handed over in full working condition back to NMPA.

4.9.8 The firm should maintain a register duly indicating the nature of defects and repair attended and got signed by EIC authority. Preventive maintenance schedule should be made. The schedule should be made in such a way that more than one weighbridge should not be attended on the same day. A copy of the schedule should be given to EIC at the beginning of the contract (within 15 days from the issue of work order/LOA) and the schedule should be strictly followed and on carrying out the preventive maintenance the same should be entered in the register and got signed by EIC authority.

4.10 DOWNTIME FOR PLANNED MAINTENANCE: The Contractor shall be allowed a planned downtime of one day for each completed month of service during the contract period for up keeping of the weigh bridge. However, the contractor must take prior permission of the Engineer In-Charge, NMPA, before taking up such maintenance work. Any planned down time not availed within respective month will lapse and cannot be carried over to the next month. For availing the planned downtime, prior permission will have to be obtained in writing from the Engineer in-charge, NMPA, at least 5 days prior to the planned maintenance. The Contractor shall commence the work only after receiving permission from EIC in writing. However any downtime for which prior permission from Engineer in-charge, NMPA has not been obtained shall be deemed as off-hire (break down) of weigh bridge and deduction shall be made as per Penalty clause No 4.12 below.

4.10.1 PENALTY

4.10.1.1 BREAK DOWN:

4.10.1.1.1 The contractor shall be imposed Damage charges as below beyond the planned downtime of one (1) day per each completed month as below if both the weighbridges are break down simultaneously:

Penalty slabs are as below for any break down:-

Up to 2 hrs	=	no penalty
2 hrs to 1 day	=	Rs 1000 per weighbridge
2nd day to 7 th day	=	Rs 2000 per day per weighbridge
8th day and above	=	Rs 4000 per day per weighbridge.

4.10.1.1.2 The contractor shall be imposed Damage charges as below beyond the planned downtime of one (1) day per each completed month as below if one of the weighbridge is under breakdown and the other

weighbridges in operational condition :

Penalty slabs are as below for any break down:-

Up to 24 hrs	=	no penalty
24 hrs to 2 day	=	Rs 500
3rd day to 7 th day	=	Rs 1000 per day
8th day and above	=	Rs 2000 per day

4.10.2 If the Weigh Bridge is non-functional for a period of **15 days (consolidated)** in a month intermittently, in three consecutive months such event shall be considered as **unsatisfactory performance** and breach of contract on part of Contractor and necessary action shall be initiated accordingly.

4.10.3 NMPA also reserves the right to impose damage charges of **Rs.5000/-** per instance for other inappropriate acts which include but are not limited to

4.10.3.1 Incorrect weighing.

4.10.3.2 Attempt to fraud customers.

4.10.3.3 Connive with customers for taking faulty readings.

4.10.3.4 Working in violation of instructions given by NMPA and Custom Officials.

4.10.3.5 Collection of excess charges for weighing.

4.10.3.6 Misbehavior of contractor staff with users/NMPA officials.

4.10.3.7 Failure to upkeep cleanliness at Weigh Bridge.

4.10.3.8 Failure to adhere sufficient Safety equipments/ Safety norms.

4.10.3.9 Failure to keep adequate load testing arrangements.

4.10.3.10 Failure to update the calibration/stamping in time.

4.10.4 The Contractor may prefer an appeal to the Chief Mechanical Engineer, NMPA within 15 days of the imposition of the damage charges, who may review the penalty levied based on the merits of the case. This will in no way establish a right on the Contractor for waiver of damage charges. NMPA reserves the right to either allow full / partial waiver of the penalty or reject the case.

Sringeswara N S
Superintending Engineer (Mechl).

PARTICULARS OF BIDDERS:

“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”.

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

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

A: Banker's Details:

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

B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2020-21, 2021-22 and 2022-23

Financial Year	Turnover		
	2021-22	2022-23	2023-24
i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

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

Attachments :-

- i) Financial reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.
- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Bidder over the last three Financial years [2021-22, 2022-23 and 2023-24]

Signature & Seal of the Bidder

ANNEXURE- 3

DETAILS OF EXPERIENCE

Details of Past similar work made during the last seven years:

Sl. No.	Name of Work	Work Order and Date	Value of the Contract

Signature of Tenderer with Company Seal

NOTE: Photo copies of work order and Performance Certificate issued by the Client are to be enclosed along with the tenderer's offer. Additional sheets may be used if necessary.

TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”**,
2. We the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
3. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
4. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
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 have submitted the EMD as per the instructions.
7. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest share or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign
the Tender for and on behalf of
(IN BLOCK CAPITALS)

Witness

Signature:

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”** vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
16. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”** in conformity in all respects with the provision of the Contract.

16. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of, COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY**, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA...../2024..... dated...../...../2024 and contains with.....pages in all.

Signed, sealed and delivered
by _____ for and on behalf of

(Contractor)
COMPANY SEAL

Witness: 1.
2.

CHIEF MECHANICAL ENGINEER
For and On behalf of the NMPA
(Board)

in presence of
Witness 1.
2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of New Mangalore Port incorporated by the Major PORT AUTHORITYs Act, 1963 as amended by the Major PORT AUTHORITY Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”** vide Work Order No. _____ (hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned (hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /-(Rupees _____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, _____(Name of the Bank), do hereby undertake to pay Rs. _____ /-(Rupees _____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ /-(Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____/-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/2024.

Dated ----- day of -----2024

For

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

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY

Ref: _____

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

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

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

ANNEXURE -8

(To be executed on non-judicial Stamp Paper of Rs.200/-)

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 “**COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY**”. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON
_____ BY

(Name & designation of Attorney)

ANNEXURE- 9

Bank Information for E-Payment

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

Signature and seal of the Tenderer

DISPUTES REVIEW BOARD AGREEMENT
(To be executed on Rs.100/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this Day of _____ 20____ Between ("the Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board") consisting of One/three DR Board Members, (Members from either party, i.e contractor and Employer/ Board)

- (1)
- (2)
- (3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

- 1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
- 2. Except for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Engineer or Engineer's Representative concerning conduct of the Works.

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer's Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer's Representative, and any and all prior involvement in the project to which the contract relates;

- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer's Representative, except as a DR Board Member.
 - (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or Engineer's Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;
 - (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 4 The Contractor shall
- a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities, and secretarial and copying services.
5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed

10. DR Board Site visits :

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

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the **Engineer or Engineer's Representative**, the objecting party may file a written Notice of Dispute to the other party with a copy to the **Engineer or Engineer's Representative** stating that it is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the **Engineer or Engineer's Representative** stating that it is made pursuant to *(insert relevant clause no.)*.
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the **Engineer or**

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

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or Engineer's Representative. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

[Note Delete if it is one member DR Board]

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

The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR 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.

ANNEXURE -11

DETAILS OF ONGOING CONTRACTS AT NMPA

Sl No	Work Order Description	Work Order No. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the Contractor

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

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

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

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

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

We _____ (Bidders name) hereby undertake that ,

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

Sign and Seal of the Bidder/ Bidders Authorised representative

PRICE BID

Tender Inviting Authority: Office of the SE(M), Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Mangalore, Karnataka-575010				
Name of Work: COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY				
Contract No: CME-10/2024-25 DATED 14.10.2024				
Name of the Bidder/ Bidding Firm / Company :				
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #
SI. No.	Item Description	Item Code / Make	BASIC RATE In Percentage To be entered by the Bidder	FINAL QUOTE in %
1	2	3	7	8
1	BOQ Particulars			
1.01	Percentage (%) Sharing on Gross Revenue earned from the Weigh Bridges from the weighment of Cargo per month	item 1		0.00%
Total in Figures				0.00%

Contractor signature
Stamp & Seal:

PART- IV

NMPA BANK DETAILS FOR REMITTING TENDER FEES
Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore.

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

CHECK LIST

Tender No: CME-10/2024-25

Dated: 14/10/2024

**“COMPREHENSIVE OPERATION AND MAINTENANCE OF TWO (02) NOS. WEIGH BRIDGES ON REVENUE SHARING BASIS FOR A PERIOD OF THREE (03) YEARS AT NEW MANGALORE PORT AUTHORITY”
SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID**

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD RTGS /NEFT receipt/other mode payment evidence, Cost of Tender Doc NEFT/RTGS Receipt OR supporting document for exemption of EMD & Tender Fee as per clause 2.10		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of profit and loss Account statements, balance sheet and Auditor’s report for the last three years (2020-21, 2021-22, 2022-23) endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure – 1 -Particulars of Tenderer b) Annexure – 2 - Financial Turnover of Bidders c) Annexure – 3 – Details of Experience d) Annexure – 4 – Tender Form e) Annexure – 5 – Form of Agreement f) Annexure – 6 – Performance Security format g) Annexure – 7 – Format of Declaration h) Annexure – 8 –Power of Attorney i) Annexure – 9 – Bank information for E-payment j) Annexure – 10 - Dispute review Board agreement k) Annexure – 11 – Details of ongoing Contracts at NMPA l) Annexure – 12- Undertaking on indemnification	-	
PRICE BID	PART-III - Price Schedule (Online Mode Only)			