



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



**TENDER DOCUMENT FOR "SUPPLY / HIRING OF VEHICLES (FOR CISF USE)  
AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD  
OF THREE (03) YEARS".**

Note: Financial bid i.e Price Bid (Rates) shall not be submitted or indicated in Technical bid. But, Financial bid i.e Price bid Rates (including GST) shall be quoted/indicated in the PRICE BID provision made in GeM portal for respective LOT duly attaching the PRICE SCHEDULE wherein price excluding GST, GST % and then price including GST shall be shown properly.

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1. निविदा आमंत्रण सूचना (एनआईटी)/NOTICE INVITING TENDER (NIT)

| क्र.स/S<br>L.<br>No. | प्रकार / Description  | विवरण / Details   |
|----------------------|---|---|
| 1                    | निविदा क्रमांक / Tender Number  | CME-11/2024-25 dated 23/10/2024   |
| 2                    | निविदा का संक्षिप्त विवरण / Brief Description of the Tender                 | "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"  |
| 3                    | निविदा में लगाई गई अनुमानित मात्रा Estimate Amount put to Tender            | Rs.1,89,59,000/- (Rupees One Crore Eighty Nine Lakhs Fifty Nine Thousand only) plus applicable GST for hiring of vehicle excluding EPF & ESI.   |
|                      | निविदा प्रकार / Tender Type   | GeM   |
| 4                    | बोली प्रकार / Bid Type  | Two Bid   |
| 5                    | तरीका / Mode  | GeM   |
| 6                    | निविदा दस्तावेज़ डाउनलोड प्रारंभ तिथि / Tender Document download start date | As per GEM bid document   |
| 7                    | बोली बंद करने की तारीख/समय Bid Closing date/Time                            | As per GEM bid document   |
| 8                    | तकनीकी बोली खोलने की तिथि/समय Date / Time of Technical Bid Opening          | As per GEM bid document   |
| 9                    | बोली-पूर्व सम्मेलन / Pre-bid Meeting  | Applicable.   |
| 10                   | बयाना जमा / EMD   | Rs.4,46,700/- (Rupees Four Lakhs Fourty Six Thousand Seven Hundred Only) for bidders submitting tender for all LOTS. Separate EMD LOT wise applicable mentioned at 2.1.2 of ITB may also payable incase bidders submitting tenders for selected LOTS.<br>RTGS/NEFT 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 or exemption certificate as per clause No 2.2.1 (d) of ITB. |

|          |  |  |
|----------|--|--|
| 11       | अनुबंध की अवधि/अनुबंध अवधि<br>Duration of Contract/ Contract Period  | The firm shall have to deploy the vehicles and start the contract within <b>15</b> days from the date of issue of LOA or Work order by deploying the required vehicles with drivers.<br><br>The period of contract shall be three (03) years.        |
| 12       | सूक्ष्म एवं लघु उद्यमों (एमएसई) के लिए खरीद प्राथमिकता   Purchase Preference for Micro& Small Enterprises(MSE) | Applicable   |
| 13       | आइटम/मात्रा विभाजित करने योग्य<br>Item(s)/Qty Splittable   | Contract may be awarded LOT wise to single bidder or multiple bidders as per Lowest L1 rate.   |
| 14       | स्टार्ट-अप कंपनियों के लिए पीक्यूसी में रियायत Relaxation in PQC for Start-up Companies                        | No   |
| 15       | प्रस्ताव की वैधता / Offer Validity   | 120 days from Bid closing Date.  |
| 16       | मूल्य कटौती खंड / Price Reduction Clause   | Applicable as per GeM  |
| 17       | सुरक्षा जमा / Security deposit   | Applicable @ 10%   |
| 18       | कमी का दायित्व / Defect Liability  | Not Applicable.  |
| 19       | सत्यनिष्ठा समझौता / Integrity pact   | Applicable   |
| 20.<br>A | संपर्क के लिए पता:<br>Address for communication:   | Sringeswara N.S, Superintending Engineer (Mech.), Room No.234, 2 <sup>nd</sup> Floor, Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Dakshina Kannada, Karnataka - 575010 Mobile No.9480600055 Email: sringeswara.ns@nmpt.gov.in |

टिप्पणी: बोलीदाताओं से अनुरोध है कि वे खुद को अपडेट रखने के लिए नियमित रूप से एनएमपीए की वेबसाइट [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) पर जाएं। इस निविदा में कोई भी संशोधन, स्पष्टीकरण, परिशिष्ट, शुद्धिपत्र, प्री-बिड मीटिंग के दौरान उठाए गए प्रश्नों के उत्तर के लिए समय/नियत तिथि विस्तार आदि, (यदि कोई हो) केवल उपरोक्त वेबसाइटों पर दिखाई देगा और किसी भी मीडिया/प्रेस पर प्रकाशित नहीं किया जाएगा। .

NOTE: Bidders are requested to visit NMPA website [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in), regularly to keep themselves updated. Any Revision, clarification, addendum, corrigendum, for replies to queries raised during pre-bid meeting Time / Due date extension etc., (if any) , to this tender would appear on the above websites only and & will not be published on any other Media /Press.

Sd/-  
(Sringeswara N.S)  
Superintending Engineer (Mech.)

## 2. INSTRUCTIONS TO THE BIDDERS (ITB)

### 2.1 General Information and Instruction for the bidders

#### 2.1.1 General Information

2.1.1.1 Last date and time for submission of the Bids (As per GeM):The bidder has to submit Gem bids i.e. Technical Bid along with the copy of the relevant documents through Gem Bidding Portal <https://gem.gov.in>. **Financial bid i.e Price Bid (Rates) shall not be submitted/indicated in Technical bid.** If price bids or price disclosed in or with technical documents, the bid of such tenderer shall not be considered for evaluation and summarily rejected. **But, financial bid i.e Price bid Rates (including GST) shall be quoted i.e indicated in the PRCE BID provision made in GeM portal for respective LOT duly attaching the PRICE SCHEDULE wherein price excluding GST, GST % and then price including GST shall be shown properly.**

In case of any contradictory between any clauses of subject tender document and clauses in GeM

2.1.1.2 Manner of submission of the Bids: Bids to be submitted online bidding through the website stated above. The Bid document may be downloaded from website & submission of financial bid is also as per Bid time schedule. No manual bid will be accepted.

2.1.1.3 Time and date for opening of Bids: The Technical Bid will be opened in Gem Portal as detailed in Gem Bid.

2.1.1.4 Gem Pre-Bid Enquiry: Pre-Bid enquiry through Gem Portal as detailed in Gem Bid.

2.1.1.5 Two-Bid system: The Technical Bid would be opened on the time and date mentioned above, date of opening of the Commercial bid(Financial bid) will be intimated online through Gem Portal after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the

NMPA.

2.1.1.6 Forwarding of Bids: Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account with address and complete postal & E-mail address of their office.

2.1.1.7 Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may ask the bidder for clarification of his bid. The request for clarification will be given in Emails or letter or gem portal. No post-bid clarification on the initiative of the bidder will be entertained.

2.1.1.8 Validity of Bids: The Bids should remain valid till 120 Days from the last date of submission of bid.

2.1.2 **Earnest Money Deposit :**

2.1.2.1 The Bidder is required to pay:

(i). Rs.70,950/- (Rupees Seventy Thousand Nine Hundred and Fifty Only) as EMD to participate tender for LOT No.1.

(ii). Rs.55,570/- (Rupees Fifty Five Thousand Five Hundred and Seventy Only) as EMD to participate tender for LOT No.2.

(iii). Rs.93,700/- (Rupees Ninety Three Thousand Seven Hundred Only) as EMD for LOT No.3.

(iv). Rs.1,27,440/- (Rupees One Lakh Twenty Seven Thousand Four Hundred and Forty Only) as EMD for LOT No.4.

(v). Rs.99,000/- (Rupees Ninety Nine Thousand Only) as EMD for LOT No.5.

Note: The tenderer who wish to participate for all LOTs shall pay total of Rs.4,46,700/-(Rupees Four Lakhs Fourty Six Thousand Seven Hundred Only) instead of separate EMD mentioned above.

2.1.2.1 **EMD EXEMPTION:** 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 Udyam Registration certificate 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..

**2.1.3 Role, Responsibilities and Obligations of Seller/ Buyer: Role and Responsibilities of Sellers/service providers on GeM are as under:**

2.1.3.1 Only Director (s)/Partner (s)/ Proprietor(as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.

2.1.3.2 Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.

2.1.3.3 Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller/service provider and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller/Service Provider will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.

2.1.3.4 The Primary / Secondary Users of Sellers/service providers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.

- 2.1.3.5 Seller/ service provider can offer any number of products. However, it will be the sole responsibility of the seller /service provider to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers/ service provider are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- 2.1.3.6 The Seller/ service provider should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- 2.1.3.7 The seller/ service provider would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers/ service provider would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and/or GeM.
- 2.1.3.8 GeM would not allow creation of any fresh data related to Seller/ service provider identity on GeM portal. All details provided by the Seller/ service provider at the time of registration would be counter checked / verified through other data bases of Government such as General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2022 Page 5 of 44 PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller/ service provider while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's/ service providers registration would be automatically suspended. It is the Seller's/ service provider responsibility to keep all their information on GeM updated with the latest change(s). Non updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.



2.1.3.9 Eligibility of Sellers/service provider in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration/Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller/ service provider has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites/validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's/ service provider responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

2.1.3.10 The Seller/service provider shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller/ service provider is selling any Goods which needs spare parts, Seller/ service provider should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers/ service provider shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

2.1.3.11 Sellers/service provider shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the

portal when noticed without making any reference to the seller(s)/ service provider. The seller(s)/ service provider will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.

2.1.3.12 This obligation will also apply to OEM's directly supplying the goods/ service provider OEM'. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM/ OEM's as deemed fit. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

2.1.3.13 In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945. Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM. The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer/Ministry/Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

2.1.3.14 For Gem registration process Bidder may refer the following link - <https://aim.gov.in/pdf/GeM-query-resolution.pdf>.

**2.1.3.15 Bidder may submit their bid for any particular LOT or combination of any of the LOTs OR all LOTs indicated at Sl. No. 01 to 05 in Category of vehicles at clause 2.5 and same shall be properly marked & mentioned in Annexure I. If contractor is submitting tender for any LOT, then he must supply all the required / ordered vehicles in that particular LOT, else his**

**Security Deposit will be forfeited and he will be debarred for 02 years participating in tenders at NMPA.**

**2.2 TENDER SUBMISSION:** E-tenders in Two Cover system (Techno-Commercial Bid and Price Bid) in GeM portal are invited by Superintending Engineer (Mech) on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the contract work of "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS". Hence, tenders shall be submitted in GeM portal only.

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

- a). **Rs.4,46,700/-(Rupees Four Lakhs Fourty Six Thousand Seven Hundred Only) for bidders submitting tender for all LOTS.** Separate EMD LOT wise applicable mentioned at 2.1.2 of ITB may also payable incase bidders submitting tenders for selected LOTS. The RTGS/NEFT 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. 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 (d) below.**
- b). **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.
- c) The Tender document duly signed and sealed by the Bidder on each page with Annexures duly filled along with amendments/corrigendum issued by NMPA if any.
- d) 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 Handicraftsand Handlooms or Udyam Registration certificate 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.

- e) Copies of the GST Registration Certificate, EPF Registration certificate, ESI Registration Certificate and PANcard to be submitted.
- f) Indication of LOTS participated (LOTS for which submitted tender) - Annexure 1
- g). Particulars of Bidder as per Annexure –2.
- h). Financial turnover-Annexure 3.
- i). Details of experience- Annexure 4
- j). Tender Form as per Annexure-5.
- k). FORM OF AGREEMENT – ANNEXURE 6.
- l). FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 7
- m). Form of Declaration – **Annexure-8**
- n).Format for Power of Attorney: - **Annexure -9.**
- o).Format of proprietorship- **Annexure-10**
- p).Dispute review Board Agreement – **Annexure 11.**
- q).Integrity pact –**Annexure 12.**
- r).Details of ongoing contracts at NMPA – **Annexure 13.**
- s).Bank information format –**Annexure 14.**
- t). Hand receipt –**Annexre-15**
- u). Undertaking on Indemnification – **Annexure – 16.**
- v) Verification of local content – **Annexure 17**
- w) Certificate of Tenderers sharing land border-**Annexure-18 .**
- x) CERTIFICATE FOR TENDERERS/BIDDERS for works involving possibility of subcontracting SHARING LAND BORDER - ANNEXURE -19
- y) Undertaking for site visit-Annexure-20.

2.2.2 Price Bid shall be uploaded only through ONLINE. Technical Bid and Price Bid shall be uploaded through online only. Price should be quoted in the GEM portal price bid **and in the BOQ template (Price schedule) which is duly filled indicating GST for leasing / hiring of vehicle.** Price schedule 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 GEM 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 GeM portal. Items for which no rate or price is entered by the Bidder will not be paid by the Port.

### **2.3 ELIGIBLE BIDDER:-**

**2.3.2** The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.

**2.3.3** All bidders shall provide the Financial turn over, details of experience for fulfilling eligibility criteria and tender from information as per Annexures attached.

**2.3.4** 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.

**2.3.5** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.24.

### **2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC):**

#### **2.4.1 FINANCIAL CRITERIA:**

- a). The Bidder should have the average Annual financial turnover of Rs. 9,01,800/- (Rupees Nine Lakhs One Thousand Eight Hundred Only) from the 3 financial years 2020-21, 2021-22 & 2022-2023 if he submitting tender for LOT No.1.
- b). The Bidder should have the average Annual financial turnover of Rs. 7,06,300/-(Rupees Seven Lakhs Six Thousand Three Hundred Only) from the 3 financial years 2020-21, 2021-22 & 2022-2023 if he submitting tender for LOT No.2.
- c). The Bidder should have the average Annual financial turnover of Rs. 11,90,700/- (Rupees Eleven Lakhs Ninety Thousand Seven Hundred Only) from the 3 financial years 2020-21, 2021-22 & 2022-2023 if he submitting tender for LOT No.3.
- d). The Bidder should have the average Annual financial turnover of Rs. 16,20,000/-(Rupees Sixteen Lakhs Twenty Thousand Only) from the 3 financial years 2020-21, 2021-22 & 2022-2023 if he submitting tender for LOT No.4.

- e). The Bidder should have the average Annual financial turnover of Rs. 12,69,000/- (Rupees Twelve Lakhs Sixty Nine Thousand Only) from the 3 financial years 2020-21, 2021-22 & 2022-23 if he submitting tender for LOT No.5.

The Bidder should have the average Annual financial turnover of Rs. 56,87,810/- (Rupees Fifty Six Lakhs Eighty Seven Thousand Eight Hundred and Ten Only) from the 3 financial years 2020-21, 2021-22 & 2022-2023 in case if he submitting tender for above all LOTs.

2.4.1.1. The following documents for the above three financial years shall be uploaded along with the bid:

- a). copy of auditor's certificate ( with UDIN NO.),.
- b). copy of profit and loss statement.
- c). copy of balance sheets.
- d). copy of income tax return filed.

All the above documents should be Self-attested.

2.4.1.2. 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 10, 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 at least two (2) years experience of having successfully executed similar works, within the last 7 years ending last day of the month previous to the one in which tenders are invited.

“Similar Works” means Hiring /Rental /Lease contract OR operation &

Maintenance Contracts of passenger vehicles/trucks/cars/LMV's/HMV's , except two (2) and three (3) wheelers.

2.4.2.2 The bidder shall submit self-attested copy of the following documents to prove his experience cited at Clause no. 2.4.2.1.

2.4.2.2.1 LOA/work order/agreements of “similar works”.

2.4.2.2.2 Completion certificate or satisfactory Completion certificate for above related LOA/work order/agreements.

2.4.2.2.3 TDS certificate clearly showing the tax deduction from client for related LOA/work orders/agreements.

In case of ongoing works, the bidder shall have executed similar works for a minimum of 02 years ending last day of the month previous to the one in which tenders are invited..

2.4.2.3 The Bidder should have an operational office at Mangaluru. Any of the following document should be submitted to prove the criteria:

2.4.2.3.1 Certificate of Registration under Shop and Establishment act in Mangaluru Municipal Corporation.

2.4.2.3.2 GST Registration certificate with Mangalore address.

2.4.2.4 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 two (02) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:

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

2.4.2.4.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion at 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 Category of Vehicles required under this contract:**

| Lot No. | Type of vehicle, Make, Duty Hours, Kms and Model   | Qty.          |
|---------|--|---------------|
| 1.      | <p><b>LOT1:</b> Supply of Mahindra Scorpio Or equivalent make Non A.C vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM ) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Dy. Commamnant Vehicle.</b></p> | <b>01 No.</b> |
| 2.      | <p><b>LOT2:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Asst. Commamnant Vehicle.</b></p> | <b>01 No.</b> |
| 3.      | <p><b>LOT3:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 4500 kms.</b> run per month per vehicle on <b>24 hrs. duty.</b> <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Additional Features required: GPS, Steel Mesh for Windows to avoid stone pelleting, Camera, Bar light, Siren, PA system and Stickers.</b></p> <p><b>(QRT vehicle)</b></p>   | <b>01 No.</b> |



|    |   |               |
|----|---|---------------|
| 4. | <p><b>LOT4:</b> Hiring of Non AC 12+1 Seater (Minimum) seating capacity Mini bus, prescribed kms per month 2000 kms, working hours : 24 hrs duty (06.00 hrs to 06.00 hrs next day). <b>Rate excluding EPF,ESI &amp; GST.</b></p> <p>Make: TATA or equivalent make. .</p> <p><b>Model: Not earlier than Jan 2022. (Mini Bus)</b></p>   | <b>01 No.</b> |
| 5. | <p><b>LOT5:</b> Hiring of Pickup Jeep (open type) Yodha with luggage carrier Non A.C vehicle, seating capacity: minimum <b>5 seater</b> prescribed kms per month : <b>2400 kms</b>. Working hours: <b>12 hrs. duty</b> as instructed by the controlling officer. <b>Rate excluding EPF, ESI &amp; GST.</b></p> <p>Make: Mahindra Bolero Camper or TATA Xenon or equivalent make.</p> <p><b>Model: Not earlier than Jan 2022. Rate Excluding EPF,ESI &amp; GST.</b><br/><b>(Pickup jeep)</b></p> | <b>01 No.</b> |

## 2.6 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES

2.6.1 Bidder should quote taking in to consideration all costs which include.

2.6.1.1 All operational expenses, including vehicle cost, driver payment (excluding EPF, ESI Contribution of employer), OT, Uniforms for drivers, fuel cost (Diesel), road tax, permit, F.C, repairs & periodical service charges, accidental repairs, spark arrestor, RFID card cost, etc.

2.6.1.2 Insurance charges, statutory taxes, etc.

2.6.1.3 All cost of all consumables including lube oil, brake fluid, tyre, filters, air Condition consumables etc.

Note: Total price for 03 years against each LOT quoted in GeM portal Price Bid is **including applicable GST, excluding EPF, ESI. The base price, applicable GST shall be indicated in Price schedule (financial document) attached to Price Bid.**

## 2.7 COSTS BORNE BY NMPA:

2.7.1 GST for Leasing / hiring of vehicles, EPF, ESI contribution of employer and difference in Minimum wages of Driver will be reimbursed by NMPA.

## 2.8 VEHICLE USAGE:

2.8.1 The prescribed kms limit per vehicle per month in each LOT is as mentioned in Category 2.5 and payment for extra kms or extra hours as mentioned in Clause 3.3.1

2.8.2 The quantity of vehicle mentioned in tender is tentative; it may decrease/increase during award of tender as per requirement of NMPA.

## 2.9 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.9.1 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.

2.9.2 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.

## 2.10 ONE BID PER BIDDER

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

2.10.2 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.24 at the date of contract award, shall be disqualified.

2.10.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 2.11 BIDDER TO INFORM HIMSELF FULLY

2.11.1 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.

2.11.2 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 Port accepts no liability or responsibility whatsoever therefore.

2.11.3 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.

## 2.12 EARNEST MONEY DEPOSIT (EMD)

2.12.1 EARNEST MONEY DEPOSIT shall be as per Clause 2.1.2. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 2.2.1 (d).

2.12.2 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 security deposit as stipulated in the tender from the successful tenderer.

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

2.12.4 The Earnest Money Deposit may be forfeited, if

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

2.12.4.2 the successful Bidder fails within the specified time limit to

2.12.4.2.1 sign the Agreement or /submit the performance security or

2.12.4.2.2 Fail to commence the work on the specified date as per LOA/Work order or

2.12.4.2.3 fails to supply the vehicles as per Tender condition

2.12.5 In case the Firm has submitted MSME certificates as per Clause no 2.2.1 (d), for participating in the tender, then the firm may be debarred for a period of two (2) from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities, if

2.12.5.1 the Bidder withdraws the Bid after Bid opening during the period

of Bid Validity;

- 2.12.5.2 the successful Bidder fails within the specified time limit to
  - 2.12.5.2.1 sign the Agreement /submit the performance security or
  - 2.12.5.2.2 Fail to commence the work on the specified date as per LOA/Work orderor
  - 2.12.5.2.3 fails to supply the vehicles as per Tendercondition

### 2.13 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, there to, shall be made in writing by post, email or by Fax. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender.

### 2.14 AMENDMENTS:

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

- 2.15 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.

**2.16 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 2.12 of Tender Document.

**2.17 TENDERED CURRENCIES:** Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

**2.18 PRE BID QUERIES**

Pre-bid queries shall be uploaded online only in the GeM portal on or before 31/10/2024 at 16.00 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/GeM websites. **No pre-bid meeting will be held with the prospective Bidders.**

**2.19 TENDER OPENING AND EVALUATION:**

**2.19.1 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 GeM.

**2.19.2 SCRUTINY AND EVALUATION OF THE TENDER.**

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

**2.19.2.1.1** meets the eligibility criteria defined at 2.3 & 2.4 above.

**2.19.2.1.2** Has been properly signed by an authorized signatory holding Power of Attorney in his favor.

**2.19.2.1.3** accompanied by EMD & Tender fee, except in case as per clause No. 2.2.1(d).

**2.19.2.1.4** is responsive to the requirement of the bidding documents  
If any of the above conditions are not satisfied, the bid shall be rejected outright.

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

**2.19.2.3** 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.

2.19.2.4 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.

2.19.2.5 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.

2.19.2.6 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.

**2.19.3 OPENING OF PRICE BID:**

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

2.19.3.2 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.

**2.19.3.3 Bidders has to quote the price as below:**

- i) Total price for 03 years including GST for leasing / hiring of vehicles for each LOT (excluding EPF & ESI contribution of employer) shall be quoted in GeM price bid.**
- ii). Split up of the Total price of each LOT as quoted in GeM price bid shall be quoted in the financial document (Price schedule) attached to the price bid.**

Note: However, in case price schedule not attached to price bid, if required same shall be obtained from bidder in which Total cost including GST shall match with Total cost entered in GeM price bid which is including GST, else price will not be considered for evaluation.

**2.19.3.4 The evaluation shall be done LOT wise on the basis of lowest value (L1) quoted per month per vehicle in each LOT.** Even though rate quoted in GeM including GST for leasing / hiring of vehicle, the Selection of L1 bidder shall be excluding GST. **If the contractor is quoting rate for particular LOT, then he must supply all the required/ordered vehicles in this category/LOT.** The GST, ESI, .PF & extra hour rate if any will not be considered for comparison.

2.19.3.5 .Further, in order to promote the Make in India Initiative by the

Government of India, Class I Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions).

2.19.3.5.1 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.

2.19.3.5.2 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject to Class –I local Supplier’s quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

2.19.3.5.3 In case such Lowest eligible Class – I local supplier fails to match the L1 price, the Class–I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

**Note** :1.The Class I local supplier/Class II Local Supplier shall submit the self-attested copy of Annexure (local supplier) compulsorily along with the Bid clearly indicating the percentage of local content and provide self-certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

2.19.3.6 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 (contract agreement)** of Tender Document, and prior to



start of the contract, the Contract agreement shall be signed between the Port Authority and the successful Bidder.

- 2.19.3.7 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.
- 2.19.3.8 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.
- 2.19.3.9 The price Bid with any counter conditions will be summarily rejected.

## 2.20 AWARD OF CONTRACT:

### 2.20.1 Award Criteria

The employer will award the contract to the L1 Bidder **LOT wise** whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price per vehicle per month in each LOT, 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.

## 2.21 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause No 2.20 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 lowest offer.

2.22 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

2.22.1 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 or order”) 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”).

2.22.2 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 2.23.

2.22.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement **prior to start of contract**, to be prepared and completed at the cost of the Contractor, in the **Annexure mentioned in Tender document** with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance/order whichever issued earlier. The agreement to be executed on a non- judicial Stamp paper of value **Rs.200/-**. The contract Agreement shall be signed between the PORT AUTHORITY and the successful Bidder prior to start of contract on issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit required sets of Agreement copies at his own cost based on the no. of vehicles awarded plus 5 more copies (for internal circulation to all vehicle allotted/user departments, FA&CAO, CVO, RAO, Contractor, Office copy) .

2.23 PERFORMANCE SECURITY for a sum equivalent of 10% of the total contract(Work order) value 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 03 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 2.12 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 vehicle are ordered, the Performance guarantee for 10% of the rental charges for added vehicle 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.

## **2.24 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

2.24.1 Defines, for the purpose of these provisions, the terms set forth below as follows:

2.20.1.1 "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

2.20.1.2 "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.

2.24.2 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.

2.24.3 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.

## **2.25 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 Mangaluru, Karnataka, India.

## **2.26 SETTLEMENT OF DISPUTES**

### **2.26.1 AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:**

Disputes of any kind arises between the New Mangalore Port Authority 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 settlement thereof has been made.

#### **2.26.2 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 Mangaluru shall alone have jurisdiction to entertain the suit/arbitration award.

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

**Sd/-**

**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

### 3.0 GENERAL TERMS AND CONDITIONS (GTC):

#### 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 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, work order 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 or Price bid.
- 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 drawing 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 "**Local Content**" means the amount of value assed in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties) as a proportion of the total value, in percent.
- 3.1.15 "**Class – I local supplier**" means a supplier or service provider , whose goods , services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.16 "**Class – II Local Supplier**" means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.17 "**Non Local supplier** " means a supplier or service provider,

whose goods, services or works offered for procurement, has local content less than or equal to 20%.

**3.1.18 “Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.

3.1.19 **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender , bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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

3.1.21 **“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 **PAYMENT TERMS:** Monthly payment along with applicable GST for leasing / hiring of vehicle, plus increase / variation in minimum wages, employers contribution on ESI and PF if any will be released by concerned vehicle using officer/division within 15 days subject to recoveries if any. Log book shall be signed by NMPA driver & Officer in charge. Monthly invoice in duplicate shall be submitted for payment along with the signed copies of logbook, attendance

register, receipt of ESI & EPF contributions of employer made to the driver, extract of wages payment Register, bank statement of the contractor for the month for which the contractor submits the bill, as documentary evidence. If the contractor has availed NMPA Quarters recoveries includes quarters rent, electricity charges, water charges. If contractor produces proof of remittance of such charges along with monthly bill, recoveries on that account will not be made by NMPA. No advance payments shall be made to the contractor.

The invoice should contain following information:

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

All other information as specified in GST act and GST tax invoice rules such as SAC code, Supplier address, supplier GSTIN, IRN number, QR code, etc should be included in the invoice.

Non compliance of above will result in rejection of invoice.

- 3.3.1 a). Each extra km run beyond the specified limit of vehicle per month will be paid extra at **Rs.14 per km for Scorpio / Bolero equivalent vehicles and pick up jeeps and Rs.10 per km for Mini Bus** for every additional Km run over and above the normal prescribed Km per month per vehicle.
- b). Extra hour beyond the specified prescribed hours (for 12 hours duty vehicle) per day shall be paid @ pro-rata basis per hour of Minimum wage rate applicable on that day in monthly bills.
- 3.3.2 The Tenderer should enter in to an agreement as per tender Clause. The first month bill of the contract will be released by the Finance dept. after the execution of agreement from Tenderer and acceptance of Bank Guarantee towards security deposit.
- 3.3 **INCOME TAX:** Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

### 3.4 **TAXES:**

The Tenderer shall be responsible to pay all taxes, charges and duties prescribed for operation of the vehicles within the state of Karnataka. NMPA will not reimburse any taxes, levies, tolls & duties other than the GST as per prevailing rates during the period of contract. The contractor shall pay the applicable GST for leasing / hiring of vehicle to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST for leasing / hiring of vehicle 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.

- 3.5 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.
- 3.6 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.
- 3.7 **The contractor shall deploy the skilled drivers** for operating the vehicles. Further, Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.

### 3.8 PAYMENT OF WAGES:-

3.8.1 Payment of wages to the skilled driver engaged by the Contractor shall not be less than the minimum wages applicable to the skilled worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift, they shall be paid overtime as applicable at contractor expense and on National & Festival holidays specified by the Port, they will be paid applicable minimum wage for 8 hrs duty and overtime allowance as applicable for the duty performed on such days. Hence, the wages paid shall include Sundays and holidays also.

In case contractor desires to deploy substitute temporary driver for Sundays or holidays, the payment, OT, ESI, EPF details of substitute temporary driver need not required to be submitted in monthly bill and hence, the same cannot be reimbursed. But, the expenditure payable for substitute temporary driver also **deemed to be included in the quote.**

3.9.1.1 The port shall not be responsible for any labour disputes arising between contractor and the staffs deployed on the vehicles. For the vehicles leased / hired, Minimum wage per day plus additional applicable OT up to prescribed duty hours for 12 hrs or 24 hrs if any shall be payable to driver by the contractor, **which is deemed to be included in the quote.** (For example vehicle leased / hired for 12 hours duty per day, 8 hrs minimum wage and 02 hours applicable OT shall payable by contractor which is deemed to be included in quote).

3.9.1.2 At end of day for the usage of vehicle shall be get certified (signed) by concerned vehicle user officer in logbooks.

3.9.1.3 The contractor shall submit every month bill in duplicate duly indicating the monthly abstract of kms & Hours run per day wise to the respective officers to whom the vehicle is allotted.

3.9.1.4 The wages shall be paid on or before 7<sup>th</sup> day of every month through the Bank only. Documentary evidence like bank statement of the contractor

shall be furnished along with the bills.

3.9.1.5 Wages, OT etc paid shall be entered in personnel register.

3.9.1.6 The minimum wages per day applicable as on **01.10.2024** as per Minimum Wages Act, 1948 are

a). Skilled (Operator)/Driver Rs.868/-.

(Reference notification sl no. S.O.188(E) dated 19<sup>th</sup> January, 2017 & F. No. 1/8(3)/2023-LS-II dtd 26.9.2023.)

Note : The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

3.9.1.7 The vehicle and driver is required all 365 days in an year. In case driver wants leave, substitute driver to be arranged.

### **3.10 WELFARE MEASURES - EPF, ESI etc:**

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

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

3.10.3 The EPF & ESI contribution of the employees and immediate employer's contribution shall be remitted by contactor to the authorities concerned periodically at the applicable rates. **The immediate employers contribution**, will be reimbursed to the Contractor based on the documentary evidences towards remittance made.

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

| Employees Contribution | Immediate Employers Contribution |
|------------------------|----------------------------------|
| ESI 1.75% of the Wages | 3.25% of the Wages               |
| EPF 12% of the Wages   | 13.00% of the Wages              |

**The immediate employers contribution for ESI or PF by the employer shall be claimed by the contractor for reimbursement after payment to the workers.**

- 3.10.5 The immediate employer's contribution (Contractor) towards ESI, EPF is the liability of the Contractor, as such the rate shall be **exclusive** of ESI & EPF. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPA).
- 3.10.6 The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
- 3.11 The personnel have to attend the duty as per the roaster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which penalty as per clause No 4.10 of SCC is applicable.
- 3.12 The Contractor shall be accountable for all losses occurring during the contract period due to Negligence or faulty maintenance of the systems by his staff.
- 3.13 The Employer (NMPA) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- 3.14 TERMINATION OF THE CONTRACT:**
- 3.14.1 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 thirty (30) 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.
- 3.14.2 In the event of such termination of the contract, NMPA shall be entitled to:
- 3.14.2.1 forfeit the security deposit as it may consider fit;

- 3.14.2.2 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.
- 3.14.3 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit 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.
- 3.14.4 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.

### **3.15 DEBARRING OF DEALINGS**

- 3.15.1 In the event of premature termination of contract in terms of provisions of clause 3.14 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of two (02) years.
- 3.15.2 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 two (02) years.
- 3.15.3 Further As per Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding, -
- 3.15.3.1 A bidder shall be debarred if he has been convicted of an offence:-



- 3.15.3.1.1 Under the prevention of Corruption Act, 1988; or
- 3.15.3.1.2 the India Penal code or any other law for the time being force, for causing any loss of life or property or causing a threat to public health as part of execution of public procurement contract.
- 3.15.3.2 A bidder debarred under sub-section (3.15.3.1) or any of its successors of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding two years commencing from the date of debarment. Department of Commerce (DGS & D) will maintain such list which will also be displayed on the website of DGS & D as well as Central Public Procurement Portal.
- 3.15.3.3 A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- 3.15.3.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

### **3.16 POLICE VERIFICATION**

- 3.16.1 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.

### **3.17 SAFETY**

The Bidder shall ensure that,

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

- 3.17.3 They indemnify the port for any accidents/incidents while carrying out the contract.

### **3.18 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 un-authorized 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 .

- 3.19.1 Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- 3.19.2 Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- 3.19.3 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 Annexure format for indemnity bond.

### **3.20 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.

### **3.21 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.

### **3.22 ACCIDENT**

3.22.2 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.

3.22.3 The Employer(NMPA) 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.

### **3.23 IDENTITY CARD**

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.

### **3.24 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

**3.25 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.

**Sd/-**

**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

#### 4.0 SPECIAL CONDITIONS OF THE CONTRACT:

- 4.1 The vehicle under this contract shall be supplied by the contractor with Driver & fuel within 15 days from the date of issue of Work order. The Year of Manufacturer of the vehicles supplied **shall not be earlier than January 2022**. Vehicle deployed as per this contract shall be registered as Private with White number plate for Lot No.1, 2 & 3 in the name of Executive Engineer (Mechl.), NMPA up to contract the period. On completion of contract, the vehicle shall be transferred in the name of Contractor. Vehicle shall be registered at Mangalore RTO (KA19). All costs for registration of vehicle and transfer of registration on completion of contract shall be borne by contractor. The Year of Manufacturer of the vehicles supplied **shall not be earlier than January 2022** and must have valid taxi/tourist permit for Lot No. 4 & 5. The vehicles are for the use of officers /Officials of CISF, NMPA in and around NMPA for operational & official use including conveying materials, etc.

However, in case of delay in deploy of required model (year of manufacture 2022 & above) vehicle/s within 15 days from the date of issue of LOA, substitute vehicle/s i.e same make or equivalent segment vehicle/s of model not earlier than year 2018 shall be deployed for those reasonable delayed days up to 30 days. Beyond that penalty clause and other terms and condition of contract for delay in supply of vehicle shall be applicable.

- 4.2 Delay in deploying the vehicles beyond above mentioned extended period shall attract penalty @ Rs.500/- per day up to 10 days and beyond that @ Rs.1,000/- per day, or part thereof for the 1<sup>st</sup> month and Rs.2,000/- per day or part thereof for the 2<sup>nd</sup> month, no further extension will be allowed and Performance Security Deposit will be encashed and then action as per Clause 2.12 of ITB or 3.14 shall be initiated.

The Tenderer shall be responsible to comply with all requirements of various labour, commercial laws and industrial laws applicable to this contract.

- 4.3 The quoted rental / hire charges shall remain firm and fixed for the entire period of contract. The **contract** shall be for a period of 03(three) years from the date of acceptance of vehicle by NMPA and can be extended **if required by Port** up to 02 years at same rate, terms & conditions on mutual consent, on satisfactory performance by the contractor in the previous years.

4.4 Road tax, Insurance, Pollution under control certificate (P.U.C) and other Statutory Duties & Taxes as applicable for the entire period of the contract at his cost. R.C, F.C, P.U.C, insurance, road tax shall be kept valid time to time during currency of contract at contractor cost. Documents of the vehicle in original shall be handed over to Engineer in charge.

If insurance of the vehicle are not renewed time to time, any claim arriving out of any accidents involving the vehicle shall be borne by the contractor. If the contractor fails to keep valid the documents related to the vehicle, any fine/penalty levied by statutory authorities and that account shall be borne by the contractor.

4.5 NMPA's responsibility is to provide water and parking area for the vehicles. All other consumables shall be provided by the tenderer.

4.6 The Air condition unit, Brake unit, steering control unit, spark arrestor shall be always kept in good working condition. During the periodical maintenance/breakdown or any other repair, the tenderer should provide a Replacement Vehicles of similar or higher model immediately.

4.7 In case of any accident caused to any person including the tenderer's or Port's workmen or damage to any property in the course of the execution of the contract, the tenderer will be solely responsible for payment of Compensation, Medical aid, etc. In case, the tenderer fails to pay the compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the tenderer. The tenderer shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the NMPA against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. NMPA shall remain indemnified against any proceedings/actions by any Government/Departments of Governments, etc.

4.8 Tenderer shall be responsible to pay all taxes, charges and duties prescribed for operation of the vehicles within the state of Karnataka. NMPA will not reimburse any taxes, levis & duties other than the, GST for leasing / hiring of vehicle as per prevailing rates during the period of contract. GST for leasing / hiring of vehicle will be paid only if the tenderer has furnished the notarized copy of GST registration certificate issued by the GST authorities.

- 4.9 The tenderer shall comply with the Central, State and Municipal laws / rules and shall solely responsible/ complying with provisions of contract labour (Regulation and Abolition Act.1970) and rules there under. And other Act or any other applicable legislations, Municipal laws, or other statutory rules / regulations whatsoever in force and as far as they are applicable.
- 4.10 Comprehensive Insurance Policy shall be taken for the vehicle to safeguard the interest of the port against all risks involved in hiring to comply with the Motor vehicles Act this insurance should cover all the risks for liability of life of passengers and the driver. This should also cover all riot risks.
- 4.11 In the event of continued unsatisfactory performance or non-compliance with any of the provisions of this contract, NMPA reserves the right to cancel the contract and forfeit the Security Deposit by giving 30 days notice. On forfeiture of Security Deposit and while imposing any penalty applicable GST will be collected from the contractor.
- 4.12 The contractor shall park the vehicles at NMPA premises while on NMPA duty at his risk and cost. Place of parking of vehicles will be provided either in the Port's Administrative Office building premises or any other location as instructed by the controlling officers depending upon the reporting place of vehicles. The Port Authority shall not be responsible for any loss or damage caused to the vehicle/vehicles while parked in the Port premises. Recoveries will be made at applicable rates of Port from the contractor's bills, if contract vehicle causes damages to Ports property.
- 4.13 PENALTY: In the event of any breakdown/repair of the operating vehicles, an alternate vehicle shall be provided within 2 hours. Any failure on the part of the Tenderers to provide the alternate vehicle, the Tenderer is liable for penalty of Rs.2000/- per vehicle per day. Apart from the penalty, a pro-rata deduction for that day will be deducted from the Tenderer's bill. The alternate vehicle provided by the Tenderer can be of any model but, the Tenderer has to provide the same category of vehicle, else penalty as stated above, shall be levied. Further, the vehicle shall be repaired and given back to NMPA within 10 days, failing which a vehicle of mentioned model and make, as per tender condition shall be provided by the Tenderer.

If the alternate vehicle supplied by the Tenderer is not in acceptable condition, no

payment shall be made to the Tenderer for that day against that vehicle and NMPA shall have the discretion to make alternate arrangements at the risk and cost of the Tenderer. Condition of the vehicle will be checked by an officer of Auto garage Sub Divn. and his decision about condition of the vehicle is final.

Note: This clause is also applicable in case driver is not available due to which vehicle is idle. Maximum days substitute vehicle allowed is 30 days.

4.14 RFID cards shall be purchased by contractor at his cost. The contractor has to make arrangement of Annual Port entry free passes and same will be provided by NMPA free of cost.

4.15 No accommodation/transport facility will be provided by the port to the contractor staffs. However, on request, Port shall provide residential facilities/quarters to the contractor or his employees/drivers during contract period on payment basis based on the availability as per NMPA rules.

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

|  |   |
|--|---|
| Increase or decrease in monthly rate per vehicle = | <u>Increase or decrease in price of fuel per litre to the base rate</u><br><u>X Total Kms Run in a month per vehicle</u><br>14 kms per Litre for Diesel driven Scorpio /Bolero / Pick up vehicle or equivalent segment vehicle and 10 Km per Litre for Mini Bus |
|--|---|

Note:1. The Base rate of diesel is taken as rates prevailing on the last date of submission of Tender.

2. The lowest rates of diesel is prevailing for the month shall be considered for calculating the escalation in fuel prices for respective monthly bill.

4.17 NMPA at its discretion may increase/decrease the number of vehicles to be hired from a Tenderer at the same rates, terms & conditions. The Tenderer shall supply such vehicles within 15 days from the issue of additional work order.

4.18 If any additional vehicle is required for a period of not less than one month, the contractor shall supply such vehicles at the same rates, terms and conditions.

4.19 For the vehicles hired for 24 hours duty basis, the Tenderer shall provide 2 (two) drivers on 12 hours basis or 3 (three) drivers on 08 hour basis



4.20 In the event of any non-requirement of vehicle/s or any vehicle being unutilized/underutilized during the currency of the contract, same vehicle/vehicles shall be surrendered, thus closing the contract of those vehicles, after giving 30 days notice to the Tenderer.

4.21 Consumption of alcohol by the driver of the vehicles while on duty is strictly prohibited.. The contractor should remove the driver who operates a vehicle under influence of alcohol or Otherwise commits any cognizable offence while on duty. The drivers shall maintain cordial relationship with departmental Officers/Officials. The contractor shall *replace* such drivers who misbehave with the officers of NMPA or who report for duty under the influence of alcohol or who are not neatly dressed.

**4.22 COURT SUITS:**

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

**Sd/-**

**(SRINGESWARA N.S)**  
Superintending Engineer (Mechl).

### 5. SCOPE OF WORK

- 5.1 The contractor shall supply the following vehicles with driver and model shall not be earlier than January 2022.

| Lot No. | Type of vehicle, Make, Duty Hours, Kms and Model   | Qty.          |
|---------|--|---------------|
| 1.      | <p><b>LOT1:</b> Supply of Mahindra Scorpio Or equivalent make Non A.C vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM ) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Dy. Commamnant Vehicle.</b></p> | <b>01 No.</b> |
| 2.      | <p><b>LOT2:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Asst. Commamnant Vehicle.</b></p> | <b>01 No.</b> |
| 3.      | <p><b>LOT3:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 4500 kms.</b> run per month per vehicle on <b>24 hrs. duty.</b> <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Additional Features required: GPS, Steel Mesh for Windows to avoid stone pelleting, Camera, Bar light, Siren, PA system and Stickers.</b></p> <p><b>(QRT vehicle)</b></p>   | <b>01 No.</b> |

|    |   |               |
|----|---|---------------|
| 4. | <p><b>LOT4:</b> Hiring of Non AC 12+1 Seater (Minimum) seating capacity Mini bus, prescribed kms per month 2000 kms, working hours : 24 hrs duty (06.00 hrs to 06.00 hrs next day). <b>Rate excluding EPF,ESI &amp; GST.</b></p> <p>Make: TATA or equivalent make. .</p> <p><b>Model: Not earlier than Jan 2022. (Mini Bus)</b></p>   | <b>01 No.</b> |
| 5. | <p><b>LOT5:</b> Hiring of Pickup Jeep (open type) Yodha with luggage carrier Non A.C vehicle, seating capacity: minimum <b>5 seater</b> prescribed kms per month : <b>2400 kms</b>. Working hours: <b>12 hrs. duty</b> as instructed by the controlling officer. <b>Rate excluding EPF, ESI &amp; GST.</b></p> <p>Make: Mahindra Bolero Camper or TATA Xenon or equivalent make.</p> <p><b>Model: Not earlier than Jan 2022. Rate Excluding EPF,ESI &amp; GST.</b><br/><b>(Pickup jeep)</b></p> | <b>01 No.</b> |

- 5.2 Deployment of Driver, Supply of Fuel and all maintenance/repair including breakdown repair, Driver's/supervisor's salary, Road tax, permit, insurance for vehicle & driver, RTO expenses, driver contribution for ESI, PF, and documentary expenses like RFID card, etc (excluding EPF & ESI contribution of employer) are scope of contractor. Applicable GST, EPF & ESI contribution of employer shall be reimbursed by Port.
- 5.3 All kinds of repair & maintenance including accidental repair shall be responsibility of the Contractor at his cost.
- 5.4 The Tentative period of contract is 03 years with effect from 01.11.2024 onwards.
- 5.5 The Tenderer should deploy drivers having a valid license with experience of driving either cars or LMVs or HMVs. The drivers shall be provided with uniforms as required under Motor Vehicles Act/Rules. Drivers should be provided with a Cell Phone with incoming call facility.
- 5.6 The Contractor should intimate the name of the person and his telephone number who will execute instructions given by NMPA for deployment of the vehicles. Any message/Instructions given on the telephone will be deemed to be adequate intimation to the contractor. The person should be available round the clock for receiving the instructions. Any telephonic instructions given to the contractor will be confirmed in writing if required by the respective officers.

- 5.7 The vehicles should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. Sufficient fuel shall be filled by contractor at his cost before reporting for duty every day. The vehicles shall be fitted with appropriate PESO approved spark arrestor at contractors cost if required during operation at Oil jetty area, NMPA.
- 5.8 **The vehicle is required everyday including Sundays, holidays and as per the requirement.** The vehicles shall be allocated according to the Port's needs from time to time. The trip sheets shall be signed by the concerned officer on a day to day basis. . The trips are to be made based on the instructions given by the Controlling Officers from time to time.. First aid medicines shall be kept in the vehicle always. All operational duty vehicle shall be with Fire extinguisher.
- 5.9 **Log Book shall be maintained in the prescribed format and signature of the vehicle using official/officers** should be taken for all official journeys performed. **The Xerox copy** of the log book shall be submitted in duplicate along with the monthly bills to vehicle user department for payment. The log book shall be obtained from the respective officers to whom the vehicle is allotted.
- 5.10 The vehicles should display the board "New Mangalore Port Authority", Department, Officer to whom allotted in the front, rear sides if required.

**Sd/-**  
(SRINGESWARA N.S)  
Superintending Engineer (Mechl).

**Annexure—1**

" SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS".

**LOTS FOR WHICH TENDERER SUBMITTED TENDERS:**

| Lot No. | Type of vehicle, Make, Duty Hours, Kms and Model   | Qty.          | Mention YES or NO against respective LOTS for which bidder submitted tender |
|---------|--|---------------|---|
| 1.      | <p><b>LOT1:</b> Supply of Mahindra Scorpio Or equivalent make Non A.C vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM ) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Dy. Commamnant Vehicle.</b></p> | <b>01 No.</b> |   |
| 2.      | <p><b>LOT2:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicle (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 1000 kms.</b> run per month per vehicle on <b>10 hrs. duty</b> (tentative 08:00 AM to 06:00 PM) as instructed by the controlling officer. <b>Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract.</b></p> <p><b>Additional Features required: VHF, Siren and Stickers</b></p> <p><b>Asst. Commamnant Vehicle.</b></p> | <b>01 No.</b> |   |
| 3.      | <p><b>LOT3:</b> Supply of Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater) <b>with white number plate on lease basis for a period of 03 years for 4500 kms.</b> run per month per vehicle on <b>24 hrs. duty.</b> <b>Rate excluding EPF, ESI plus applicable</b></p>   | <b>01 No.</b> |   |

|    |  |               |  |
|----|--|---------------|--|
|    | <p><b>GST extra for Lease of vehicle.</b></p> <p>Model: <b>Not earlier than January 2022.</b></p> <p><b>Additional Features required: GPS, Steel Mesh for Windows to avoid stone pelleting, Camera, Bar light, Siren, PA system and Stickers.</b></p> <p><b>(QRT vehicle)</b></p>  |               |  |
| 4. | <p><b>LOT4:</b> Hiring of Non AC 12+1 Seater (Minimum) seating capacity Mini bus, prescribed kms per month 2000 kms, working hours : 24 hrs duty (06.00 hrs to 06.00 hrs next day). <b>Rate excluding EPF,ESI &amp; GST.</b></p> <p>Make: TATA or equivalent make. .</p> <p><b>Model: Not earlier than Jan 2022. (Mini Bus)</b></p>  | <b>01 No.</b> |  |
| 5. | <p><b>LOT5:</b> Hiring of Pickup Jeep (open type) Yodha with luggage carrier Non A.C vehicle, seating capacity: minimum <b>5 seater</b> prescribed kms per month : <b>2400 kms.</b> Working hours: <b>12 hrs. duty</b> as instructed by the controlling officer. <b>Rate excluding EPF, ESI &amp; GST.</b></p> <p>Make: Mahindra Bolero Camper or TATA Xenon or equivalent make.</p> <p><b>Model: Not earlier than Jan 2022. Rate Excluding EPF,ESI &amp; GST.</b></p> <p><b>(Pickup jeep)</b></p> | <b>01 No.</b> |  |

Signature & seal of the Tenderer

**Annexure—2****PARTICULARS OF BIDDERS:**

"SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY  
ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"

**All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.1.**

|     |  |  |
|-----|--|--|
| 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 Branchoffice:     |  |
| 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/<br>Incorporation: |  |
| 18. | Year of Registration/<br>Incorporation   |  |

Signature & seal of the Tenderer

**Annexure -3**

**"SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY  
ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"**

**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:

|                                   |                             |
|-----------------------------------|-----------------------------|
| <b>Name of the Banker In Full</b> |                             |
| <i>Address of Banker</i>          | <b>Telephone No:</b>        |
|                                   | <b>Fax No:</b>              |
|                                   | <b>Contact Person name:</b> |

**B: Summaries of actual assets and liabilities from the financial years. i.e. 2020-2021, 2021-2022 and 2022-23**

| Financial Year   | Turnover  |         |         |
|--|-----------|---------|---------|
|  | 2020-2021 | 2021-22 | 2022-23 |
| FINANCIAL YEARS<br>ENDING 31 <sup>ST</sup> MARCH OF<br>THE PREVIOUS YEAR |           |         |         |
|  |           |         |         |

**In support of submitted information, self-attested copies of Auditor certificate (with UDIN No.) , It return filed, Audited `Balance Sheets' and `Profit & Loss account' statements for a period of 03 years must be attached.**

**Signature & Seal of the Bidder**



**ANNEXURE- 4**

"SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY  
ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"

**DETAILS OF EXPERIENCE**

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

| Sl<br>No. | Name of work | Work order<br>and date | Value of<br>the<br>contract |
|-----------|--------------|------------------------|-----------------------------|
|           |              |                        |                             |

**Signature of Tenderer with Company Seal**

**TENDER FORM**

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

The Chief Mechanical Engineer, New Mangalore PORT AUTHORITY, Panambur, Mangaluru – 575 010. India.

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS".
2. We the undersigned, offer to execute this 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 prior to start of contract or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of two (2) 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 New Mangalore Port Authority in Rupees.
9. We understand that you are not bound to accept the lowest 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)

Address:  
Witness:

signature

**FORM OF AGREEMENT**

THIS AGREEMENT made at Mangalore\_\_\_this day of \_\_\_\_\_2024 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 "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS". 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 specification
  - 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.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for "SUPPLY /

HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS” in conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"** 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 abovewritten. 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)

Witness 1.

2.

Annexure -7**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

1. In consideration of the Board of New Mangalore Port Authority, a body constituted under Major Port Authorities Act 2021 (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 "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS", 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 Bank ( full address of the bank to be mentioned) Bank (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 forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or 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.)



|                               |
|-------------------------------|
| <b>FORMAT FOR DECLARATION</b> |
|-------------------------------|

*(To be executed on bidder's letter head)*

**To**

\_\_\_\_\_

**"SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT  
AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS"**

**Ref:**

\_\_\_\_\_

**The undersigned, having studied the pre-qualification submission for the above mentioned 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 -9

**(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 vehicleiness, 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 "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS" or any other works incidental 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- 10****FORMAT FOR PROPRIETORSHIP**

To,  
The Chief Mechanical Engineer,  
New Mangalore Port Authority,  
Headland Sada, Vasco,  
India

Sir,

Name of the Work: ""SUPPLY / HIRING OF VEHICLES (FOR CISF USE)  
AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS  
FOR A PERIOD OF THREE (03) YEARS""

Ref.: E-tender No. \_\_\_\_\_

This is to inform you that I Mr. (Name)\_\_\_\_\_ is the sole proprietor of M/s.  
\_\_\_\_\_ having their registered office at \_\_\_\_\_(Name of the  
firm). By virtue of proprietorship, I am authorized to sign tender document, execute  
Agreement and all related corresponding documents in the subject tender invited by New  
Mangalore Port Authority.

**Sign and Seal of the Bidder/ Bidders Authorized representative**



- (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.
1. 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.
  2. 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.

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of \_\_\_\_\_, between, on one hand, the Board of New Mangalore PORT AUTHORITY acting through Shri \_\_\_\_\_, Chief Mechanical Engineer, New Mangalore PORT AUTHORITY (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_ represented by Shri

\_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS" and the BIDDER is submitting his bid for the same and WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore PORT AUTHORITY.

NOW, THEREFORE,

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

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

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

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

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

The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

A person signing Integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub- contractor. It is to be ensured that all sub-contractors also sign the IP.

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

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

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

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

While submitting commercial bid, the BIDDER shall submit the EMD as applicable.

## **6. Sanctions for Violations**

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

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

two years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **6. Fall Clause**

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

## **7. Independent Monitors**

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

**Ms. Sunita Puri, IRS (Retd), H No. 2095, Sector 15 C, Chandigarh-560102,  
M.No.9872099717, Email: sunita.puri15@gmail.com**

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

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

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

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

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

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

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

#### **8. Facilitation of Investigation**

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

#### **9. Law and Place of Jurisdiction**

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



**10. Other Legal Actions**

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

**11. Validity :** validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the ‘BUYER/EMPLOYER’ and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions. If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

**12.** The parties hereby sign this Integrity Pact at on \_\_\_\_\_/

\_\_\_\_\_/2021 BUYER/EMPLOYER BIDDER

Name of the Officer  
OFFICER and Designation  
Witness

CHIEF EXECUTIVE  
  
Witness

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

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

**ANNEXURE -13**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

**DETAILS OF ONGOING CONTRACTS AT NMPA BEYOND 31.10.2024**

| SI 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**

**Annexure- 14**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

**Bank Information for E-Payment**

|    |   |  |                   |
|----|---|--|-------------------|
| 1  | Name and full address of the Tenderer   |  |                   |
| 2  | Credit Account No. (Should be full 14 digit)                                    |  |                   |
| 3  | IFSC Code   |  |                   |
| 4  | Account type (SB or CA or OD)   |  |                   |
| 5  | Name of the Bank  |  |                   |
| 6  | Branch (Full address with Telephone No.)  |  |                   |
| 7  | MICR code (should be 9 digit)   |  |                   |
| 8  | Telephone/Mobile /Fax No. of the tenderer                                       |  | <b>Telephone:</b> |
|    |   |  | <b>Mobile:</b>    |
|    |   |  | <b>Fax:</b>       |
| 9  | <b>Xerox copy of a cheque should be enclosed</b>                                |  |                   |
| 10 | <b>PAN</b><br>(Xerox copy of <b>Permanent Account Number</b> shall be enclosed) |  |                   |

**Signature and seal of the Tenderer**

**ANNEXURE -15****HAND RECEIPT**

Name of Payee :

Head of account : GLC –

Authority :

**(C.P.W.A.28)****(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)****Department :** Executive Engineer, Mechanical II Division**Cash Book Voucher No.****Dated:****1. Pay by Cheque / Cash****2. Paid by me****Received from the Sub Divisional Officer-in-charge of .....Sub Division the Sum of Rs. \_\_\_\_\_/-**  
(Rupees \_\_\_\_\_ - only)

Name of the work or purpose for which payment is made : Being the refund of EMD furnished along with the Tender No. \_\_\_\_\_ for the work of "SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS" vide Receipt No. dtd. - -2024.

Seal &amp; Sign. Of the Tenderer

Date:

Signature of Payee:

**Witness:**

- ◆ The officer authorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.
- ◆ The person actually making the payment should initial and date payment certificate (2).
- ◆ In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.
- ◆ Payment should be attested by some known person when the payee's acknowledgement is given by a mark, seal or thumb impression.

## ANNEXURE - 16

**UNDERTAKING OF INDEMNIFICATION (On a Rs.100 Stamp Paper)**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

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 Authorized representative

## ANNEXURE 17.

**VERIFICATION OF LOCAL CONTENT**

| <b>Tender No &amp; Name of the work</b>   | <b>Bidder shall enter , the % of Local content in the vehicles that will be supplied in case the contract is awarded (%).</b> |
|---|---|
| CME-11/2024-25 dated 23.10.2024<br><br>“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS” |   |

**Sign & Seal of the Contractor**

**Certificate for Tenderers / Bidders sharing Land Border**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

**Sign and Seal of the Bidder/ Bidders Authorized representative**

**Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing****Land Border**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

**Sign and Seal of the Bidder/ Bidders Authorized representative**



**ANNEXURE-20****UNDERTAKING FOR SITE VISIT**

I/We \_\_\_\_\_ (Company Name), hereby declare that, i/ We have inspected the NMPA site conditions for SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS .as per the scope of works and tender terms and conditions involved in carrying out the work of “SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS” and the rates quoted by us involves all expenditure to carry out the work as mentioned in the Terms & conditions of the tender document.

**Sign and Seal of the Bidder/ Bidders Authorized representative**

**ANNEXURE-21.****UNDERTAKING FOR DEPLOYMENT OF VEHICLES**

I/We \_\_\_\_\_ (Company Name), hereby declare that I/We shall deploy applicable no. of vehicles of model not earlier than January 2021, as per terms and conditions of contract, if the contract get awarded for “SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”.

**Sign and Seal of the Bidder/ Bidders Authorized representative**

## PART II

**PRICE SCHEDULE**

Tender Inviting Authority: Office of the Superintending Engineer(M), New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010

Name of Work: SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS

Tender No: CME-11/2024-25 dated 23.10.2024

**Name of the Bidder/ Bidding Firm / Company :**

| Sl. No. | Item Description  | Qty in Nos. | Unit of Measure | Total period in Months | Lease/Hiring Charges per Month per vehicle excluding GST In Figures To be entered by the Bidder in INR | Total Cost for 36 months (3 years) in INR excluding GST | GST in % | Total Lease/Hiring Charges Cost for 36months (3 years) in INR including GST |
|---------|---|-------------|-----------------|------------------------|--|---|----------|---|
| 1       | <p>LOT1: Supply of Mahindra Scorpio Or equivalent make Non A.C vehicle (Minimum 6+1 seater) with white number plate on lease basis for a period of 03 years for 1000 kms. run per month per vehicle on 10 hrs. duty (tentative 08:00 AM to 06:00 PM ) as instructed by the controlling officer. Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</p> <p>Model: Not earlier than January 2022. Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract. Additional Features required: VHF, Siren and Stickers Dy. Commamnant Vehicle.</p> | 1           | Per Month       | 36                     |  |   |          |   |

|   |   |   |           |    |  |  |  |  |
|---|---|---|-----------|----|--|--|--|--|
| 2 | <p>LOT2: Supply of Mahindra Bolero Non A.C OR equivalent make vehicle (Minimum 6+1 seater) with white number plate on lease basis for a period of 03 years for 1000 kms. run per month per vehicle on 10 hrs. duty (tentative 08:00 AM to 06:00 PM) as instructed by the controlling officer. Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</p> <p>Model: Not earlier than January 2022. Vehicle shall be under the usage &amp; custody of NMPA during the entire period of contract. Additional Features required: VHF, Siren and Stickers Asst. Commandant Vehicle.</p> | 1 | Per Month | 36 |  |  |  |  |
| 3 | <p>LOT3: Supply of Mahindra Bolero Non A.C OR equivalent make vehicles (Minimum 6+1 seater) with white number plate on lease basis for a period of 03 years for 4500 kms. run per month per vehicle on 24 hrs. duty. Rate excluding EPF, ESI plus applicable GST extra for Lease of vehicle.</p> <p>Model: Not earlier than January 2022. Additional Features required: GPS, Steel Mesh for Windows to avoid stone pelleting, Camera, Bar light, Siren, PA system and Stickers.</p> <p>(QRT vehicle)</p>  | 1 | Per Month | 36 |  |  |  |  |
| 4 | <p>LOT4: Hiring of Non AC 12+1 Seater (Minimum) seating capacity Mini bus, prescribed kms per month 2000 kms, working hours : 24 hrs duty (06.00 hrs to 06.00 hrs next day). Rate excluding EPF,ESI &amp; GST.</p> <p>Make: TATA or equivalent make.</p> <p>Model: Not earlier than Jan 2022. (Mini Bus)</p>  | 1 | Per Month | 36 |  |  |  |  |

|   |   |   |           |    |  |  |  |          |
|---|---|---|-----------|----|--|--|--|----------|
| 5   | <p>LOT5: Hiring of Pickup Jeep (open type) Yodha with luggage carrier Non A.C vehicle, seating capacity: minimum 5 seater prescribed kms per month : 2400 kms. Working hours: 12 hrs. duty as instructed by the controlling officer. Rate excluding EPF, ESI &amp; GST.</p> <p>Make: Mahindra Bolero Camper or TATA Xenon or equivalent make.<br/>Model: Not earlier than Jan 2022. Rate Excluding EPF,ESI &amp; GST.<br/>(Pickup jeep)</p> | 1 | Per Month | 36 |  |  |  |          |
| <b>TOTAL CONTRACT AMOUNT in Rs. Including GST</b> |   |   |           |    |  |  |  | <b>0</b> |

Contractor Signature:  
Stamp & Seal:

**PART III****NMPA BANK DETAILS FOR REMITTING EMD AND TENDER FEES**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT  
AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”

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

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

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**CHECK LIST****Tender No: CME-11/ 2024-25****Date: 23/10/2024**

“SUPPLY / HIRING OF VEHICLES (FOR CISF USE) AT NEW MANGALORE PORT  
 AUTHORITY ON LEASE BASIS FOR A PERIOD OF THREE (03) YEARS”  
 SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG  
 WITH TECHNO-COMMERCIAL BID.

| <b>DETAILS OF DOCUMENT TO BE SUBMITTED</b> |  |  | <b>YES</b> | <b>NO</b> |
|--|--|--|------------|-----------|
| <b>TECHNICAL BID</b>                       | 1  | EMD RTGS /NEFT receipt/other mode payment evidence, Cost ofTender Doc NEFT/RTGS Receipt OR supporting document for exemption of EMD & Tender Fee as per clause 2.2.1(d)  |            |           |
|  | 2  | Supporting documentary evidence of work orders/LOA/Agreement and satisfactory completion certificate issued by the client duly self attested and TDScertificate of the supporting work.                                    |            |           |
|  | 3  | Copies of profit and loss Account statements, balance sheet, IT return filed and Auditor’s certificate (with UDIN no.) for the financial years(2020-21,2021-22, 2022-23)endorsed by Chartered Accountant with attestation. |            |           |
|  | 4  | Certificates:<br>a) GST Registration Certificate copy<br>b) Pan card copy<br>c) Employees State Insurance Registration certificate copy<br>d) PF Registration Certificate copy.  |            |           |
|  | 5  | All pages of Tender Document , sealed and signed by the bidder along with Pre-bidreplies , corrigendum/addendums if any  |            |           |
|  | 6  | a) Annexure 1 to 21 duly filled signed & sealed on each page   |            |           |
| <b>PRICE BID</b>                           | <b>PART-II – Price Schedule (Online Mode Only)</b> |  |            |           |