



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



NIT NO. CME-14/2024-25 DATED 02/01/2025

TENDER DOCUMENT FOR
“SERVICE CONTRACT FOR OPERATION &
MAINTENANCE OF FIRE FIGHTING FACILITIES AT
BERTH NO. 11 & 12 FOR A PERIOD OF 3 YEARS
AT NEW MANGALORE PORT AUTHORITY”.

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

N.I.T. No. CME-14/2024-25

Date: 02.01.2025

Name of Work: "SERVICE CONTRACT FOR OPERATION & MAINTENANCE OF FIRE FIGHTING FACILITIES AT BERTH NO. 11 & 12 FOR A PERIOD OF 3 YEARS AT NEW MANGALORE PORT AUTHORITY".

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

the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or <http://www.newmangaloreport.gov.in>. All documents to be submitted, as indicated in the tender schedule should be in PDF formats.

9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी । निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट /कुरियर /दिया करना होगा।Bidder should arrange for the Bid Security/EMD & tender fee (as applicable) as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए ।
The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए ।
The Bidder has to submit the tender document(s) online well in advance, before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा ।
There is no limit on the size of the file that can be uploaded at the server end. However, the upload is dependent on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and file size is optimum. This will help in quick uploading even at very low bandwidth speeds.
13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियाँ, जो अवसूद्ध हुए नहीं हैं, को अपूर्ण /अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा ।
It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, Bid Submission Process is completed. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा।
The Tender Inviting Authority (TIA) will not be held responsible for any delay or the difficulties faced during submission of bids online by the bidders due to local issues.
15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई)एम (III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को अस्वीकार कर दिया जाएगा। The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected.

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।
At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details. The documents submitted by the bidder should then digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।
After the bid submission, the bid summary has to be printed and kept as proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for correctness of the bid.
19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा। The time displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार (से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क, ईएमडी और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee, EMD and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected.
23. बोली लगाने वाला /निविदाकार /ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail input credit to Port.
25. ईएमडी /एलडी /एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा। In the event of forfeiting the EMD/SD GST is applicable and while imposing penalty/LD applicable GST shall be collected.
26. सफल बोलीदाता द्वारा समय पर जीएसटी रिटर्न दाखिल किया जाएगा। रिटर्न दाखिल न करने के कारण खोया गया कोई भी इनपुट टैक्स क्रेडिट सफल बोलीदाता से वसूल किया जाएगा।
GST returns shall be filed in time by the successful Bidder. Input Tax credit lost if any due to non-filing of return will be recovered from successful Bidder.

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

1	निविदा क्रमांक / Tender Number	CME-14/2024-25 dated 02/01/2025
	निविदा का संक्षिप्त विवरण / Brief Description of the Tender	Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority
2	निविदाकातरिका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	अनुमानित राशि निविदा में डाली गई / Estimated amount put to Tender	Rs. 2,03,20,994/- excluding ESI, PF and GST.
4	निविदा शुल्क / Tender Fees	Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(e) of ITT
5	बयानाराशि / Earnest Money Deposit	Rs.4,79,600/- (Rupees Four Lakhs Seventy Nine Thousand Six Hundred only) or exemption certificate as per clause No 2.2.1(e) of ITT. The EMD may 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.
6	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि / Date of NIT available to parties to download.	02/01/2025 at 11.00 hrs
4	ऑनलाइन प्री-डकेरी सबमिशन शुरू होने की तिथि / Date of Starting of online Pre-bid query submission	02/01/2025 at 11.00 hrs
5	ऑनलाइन प्री-डकेरी सबमिशन को बंद करने की तिथि / Date of Closing of online Pre-bid query submission	08/01/2025 at 15.00 hrs
7	ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि / Date of Starting of e-Tender for submission of bid on-line at http://eprocure.gov.in/eprocure/cpp	09/01/2025 at 10.00 hrs
10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि / Date of closing of e-Tender for submission of Bid.	21/01/2025 at 15.00 hrs
11	तकनीकी बोली खोलने की तिथि एवं समय / Date & Time of opening of Technical Bid.	22/01/2025 at 16.00 hrs
12	मूल्य बोली खोलने की तिथि और समय / Date & Time of opening of Price Bid	To be communicated separately to the qualified bidders
13	संविदा अवधि / Contract period	03 years starting from the date as indicated in work order.
14	निविदा की वैधता / Validity of Tender.	120 days from the date of opening of tender (Tech. Bid)
15	Address for communication:	Chandrashekar, Executive Engineer (Mech.), Room No.234, 2nd Floor, Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Dakshina Kannada, Karnataka - 575010

	Mobile No.9448910825 Email: chandrashekar.vn@nmpt.gov.in
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Note: Amendments to the tender (if any) will be issued only through web site www.newmangaloreport.gov.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

Sd/-
(Chanrdashekar)
Executive Engineer (Mech)l.

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer (Mechl.) on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms established in India, for the work of **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”**. The successful bidder will be expected to render services as specified in the scope of work in this tender document

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit – shall be Rs. 4,79,600/- (Rupees Four Lakhs Seventy Nine Thousand Six Hundred only). 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. *The 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 (e) below.*
- b) TENDER FEE for Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- c) All the documents as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog 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.

- f) List of Annexures as Detailed below:
- i. Particulars of Tenderer as per **Annexure –3.**
 - ii. Copies of annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years as per **Annexure-4.**
 - iii. List of work orders and satisfactory completion certificate/any other documents issued by the client, **duly attested by notary** shall be submitted as per **Annexure–5**
 - iv. Tender Form as per **Annexure- 6**
 - v. Joint Bidding Agreement (In case of Consortium)- **Annexure 7**
 - vi. Form of Agreement as per **Annexure –8**
 - vii. Specimen Bank Guarantee Form for EMD as per **Annexure – 9**
 - viii. Specimen Bank Guarantee Form for Performance security as per **Annexure – 10**
 - ix. Format for Declaration – **Annexure-11**
 - x. Power of Attorney: - **Annexure -12**
 - xi. Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - **Annexure 13.**
 - xii. Format for Proprietorship – **Annexure – 14**
 - xiii. Bank Details of the Tenderer for E-Payment - **Annexure-15**
 - xiv. Integrity Pact – **Annexure -16**
 - xv. Disputes Review Board Agreement – **Annexure 17**
 - xvi. Undertaking Of Indemnification – **Annexure 18**
 - xvii. Details Of Ongoing Contract – **Annexure 19**
 - xviii. Verification Of Local Content – **Annexure 20**
 - xix. Undertaking for site visit - **Annexure 21**
 - xx. Certificate for tenderers / bidders sharing land border - **Annexure 22**
 - xxi. Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – **Annexure -23**
 - xxii. Copies of the ESI/PF, GST Registration Certificate and PAN card to be submitted.
 - xxiii. Information on litigation if any.

2.2.2 **Price Bid shall be uploaded in CPP Portal through ONLINE.:**

2.2.2.1 Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the

relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.

2.2.2.2 The bidder is advised to undertake a site visit to get familiarized with the site conditions before submitting the bid. The bidder has to compulsorily submit the duly signed Annexure – 21 along with the technical bid. Non submission of the same will lead to disqualification.

2.2.2.3 The rates for O&M shall be quoted as per the price bid document. O&M charges shall be payable from the date of commencement of O&M and will remain constant during the O&M period and will not be subject to any escalation for any reason whatsoever.

2.3 ELIGIBLE BIDDER:-

2.3.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined in clause No 2.4.

2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure 4,5 & 6.

2.3.3 Government owned enterprises may participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.

2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.23.11

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS:

2.4.1 **FINANCIAL CRITERIA:** The Bidder should have an average Annual financial turnover of **Rs.20,32,100/- (Rupees Twenty Lakhs Thirty Two Thousand One Hundred only)** for the last 3 financial years 2021-22, 2022-23 & 2023-24.

Note:-

1. Documentary evidence duly self attested viz – **Auditor's Certificates (with UDIN No)**/balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.
2. If the bidder is already having ongoing contracts in NMPA, then his combined

work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending **March 2024**. 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.

{Example: 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-19**, 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:-**

The Bidder shall have successfully completed Similar work / partly completed an ongoing Similar Works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

- One similar completed work costing not less than Rs.54,18,932/- excluding GST
OR
- Two similar completed works each costing not less than Rs.33,86,832/- excluding GST
OR
- Three similar completed works each costing not less than Rs.27,09,466/- excluding GST.

Note:

1. **“Similar work”** means “Installation, testing & commissioning of Firefighting system at Port sector/Oil & Gas sector/Chemical Industry. The Firefighting system shall comprise of Fire pumps (Electric or diesel engine driven), water/foam monitors, hydrants, valves, fire alarms and detectors”

OR

“Operation & Maintenance contract of Firefighting system at Port sector/Oil & Gas sector/Chemical Industry. The Firefighting system shall comprise of Fire pumps (Electric or diesel engine driven), water/foam monitors, hydrants, valves, fire alarms and detectors”

2. Ongoing maintenance contract works shall also be considered, provided the contractor

has successfully executed similar works for a minimum of one year ending last day of month previous to the one in which tenders are invited and it should meet the executed value criteria mentioned above at 2.4.2.

3. If the similar work carried out on sub-contract basis, then permission obtained by the prime contractor for sub-contracting should be submitted, *failing which such works will not be considered for evaluation.*

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified from participating for tenders at New Mangalore Port Authority for a period of two (2) years duly informing the MSME authorities if applicable, if they have :

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

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion etc.

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:

2.5.1 The contractor may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.

2.5.2 The ESI, PF & GST as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of ESI, PF & GST registration certificate shall be enclosed along with the tender.

2.5.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

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

2.7 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.7.1 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.

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

2.7.3 In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him as per **Annexure- 14.**

2.8 ONE BID PER BIDDER

- 2.8.1 Bidder shall submit only one bid for the tender. A bidder who submits or participates in more than one Bid will cause all bids submitted by the bidder to be disqualified.
- 2.8.2 A Bidder shall not have a conflict of interest. Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
 - 2.8.2.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
 - 2.8.2.2 Submit more than one Tender in this Tendering process.
- 2.8.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.23.3, as on date of contract award, shall be disqualified.
- 2.8.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.9 BIDDER TO INFORM HIMSELF FULLY

- 2.9.1 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.
- 2.9.2 The Bidder shall examine carefully the conditions of contract in the Tender documents. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.9.3 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.

2.10 EARNEST MONEY DEPOSIT (EMD)

- 2.10.1 Earnest money Deposit (EMD) should be of **Rs. 4,79,600/- (Rupees Four Lakhs Seventy Nine Thousand Six Hundred only)**. Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(e).
- 2.10.2 The EMD shall be submitted in the form of Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encasable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 9 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial Un priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.100/- or above. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest. The EMD can also be paid in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or online payment. If the EMD is paid online, The 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 (e).
- 2.10.3 The Earnest Money Deposit of unsuccessful Tenderers 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 shall be refunded (without interest) only on receipt of **Security Deposit cum Performance Guarantee** as stipulated in the tender clause **2.22**.
- 2.10.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **28 days** from the date of issue of **Letter of Acceptance**.
- 2.10.5 In the event of forfeiting EMD, GST as applicable shall be collected.
- 2.10.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
- 2.10.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.10.6.2 The successful Bidder fails within the specified time limit to:
- 2.10.6.2.1 Sign the Agreement AND/OR furnish the required Performance security.
- 2.10.6.2.2 Fail to commence the work on the specified date as per LOA/Work order.
- 2.10.6.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

- 2.10.6.2.4 If any information or representation submitted by Bidder is found to be false, fake or incorrect.
- 2.10.6.2.5 Any effort is made by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.11 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. NMPA may request to extend the period of validity of offer for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.12 AMENDMENTS:

2.12.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites. Separate communication will not be issued to bidder regarding such Addendum/Corrigendum.

2.12.2 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.

2.13 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.

2.14 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 after closing time for submission of tender and before expiry of the validity of the bid, would result in disqualification of the bidder as per clause 2.9.6 of Tender Document.

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

2.16 PRE BID QUERIES: Pre-bid queries shall be uploaded online or in writing which may be forwarded to the Executive Engineer(M)I, NMPA on or before 08/01/2025 at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority shall be uploaded on NMPA/PPP Portal websites

2.17 CONDITIONS FOR BID SUBMISSION BY JV/CONSORTIUM

2.17.1 In case the bidder is single entity, he should satisfy all the requirements of specific Experience.

2.17.2 Single entities, which could not satisfy the above requirements on their own, may form a JV to enable fair and competitive bidding process. In case of JV, the lead member should satisfy at least one requirement among specific Experience and other requirements can be satisfied through their JV partner

2.17.3 In the event of the bids are being submitted by a JV, the JV should satisfy the following criteria:

2.17.3.1 Number of members in a Joint Venture shall not exceed 3 (three);

2.17.3.2 subject to the provisions of clause (2.17.3.1) above, the Application should contain the information required for each Member of the Joint Venture;

2.17.3.3 Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.4.1 and 2.4.2. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure -13, signed by all the other Members of the Joint Venture;

2.17.3.4 the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

2.17.3.5 an individual Applicant cannot at the same time be member of a Joint Venture applying for pre-qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for pre-qualification;

2.17.3.6 the Lead Member shall itself undertake and perform at least 30 (thirty) percent of the Project.

2.17.3.7 members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-7 (the "Jt. Bidding

Agreement”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

- 2.17.3.7.1 convey the commitment(s) of the Lead Member in accordance with this tender document, in case the contract to undertake the Project is awarded to the Joint Venture;
- 2.17.3.7.2 clearly outline the proposed roles and responsibilities, if any, of each member;
- 2.17.3.7.3 commit the approximate share of work to be undertaken by each member;
- 2.17.3.7.4 include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the Contract; and
- 2.17.3.7.5 Unless and otherwise provided for under this tender document and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement.

2.18 TENDER OPENING AND EVALUATION:

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

2.18.2 SCRUTINY AND EVALUATION OF THE TENDER

2.18.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at clause 2.3 & 2.4 of the bid document has been properly signed by an authorized signatory holding Power of Attorney in his favour (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.

2.18.2.2 Conditional offer or alternative offers will summarily rejected.

2.18.2.3 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.

2.18.2.4 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.

2.18.2.5 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.

2.18.2.6 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 nonconforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.18.3 **OPENING OF PRICE BID:**

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

2.18.3.2 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.

2.18.3.3 The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.

2.18.3.4 Comparison and Evaluation of Price Bids will be based on the total amount quoted by the bidder for three years excluding GST.

2.18.3.5 The Bidder whose Price Bid is found to be the **lowest** and/or beneficial to the Port Authority shall be considered for award of Contract. The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing/ email. 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

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

2.18.3.6 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 8 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.18.3.7 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.

2.18.3.8 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.

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

2.19 AWARD OF CONTRACT: The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No.2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

2.20 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL: Notwithstanding Clause no 2.19, 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.

2.21 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.21.1.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the successful Bidder in consideration of "Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a

period of 3 years at New Mangalore Port Authority” by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”)

2.21.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.22.

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

2.22 PERFORMANCE SECURITY

2.22.1 The Contractor shall have to furnish a Performance Guarantee in the form of a Bank Guarantee (BG) for 10% of the Contract Amount inclusive of GST from any Nationalized/Scheduled Bank, as per Annexure-10 format within 28 days from the date of issue of Letter of Intent/ work order. The Bank Guarantee shall be kept valid for the total contract period of three (3) years Plus Six month claim Period. The performance Security Deposit shall be released to the Contractor after successful completion of the Contract and deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and action as per clause No 2.10.5 & 2.10.6. The contractor shall also ensure that the Bank Guarantee submitted shall be encasheable at Mangalore. If the Contract is extended, the contractor shall extend the BG for the extended period of the contract, with an additional claim period of six (6) months from the stipulated date of completion of the extended contract.

2.22.2 Successful Bidder has to submit the Performance security as mentioned above within 28 days of receipt of Letter of Acceptance. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD).

2.22.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the successful Bidder that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract.

- 2.22.4 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- 2.22.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 2.22.6 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the successful Bidder fails to carry out the work or perform or observe the conditions of contract.
- 2.22.7 Submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder will be treated as major violation of the Tender procedure and in such cases, The Black listing the successful Bidder for the next three years.
- 2.22.8 The Performance Security shall be discharged by the Employer and returned to the successful Bidder not later than Fourteen (14) days following the date of Completion of the Successful Bidder's Performance obligations under the Contract, including any guarantee obligations

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. The Contractor may submit the bank Guarantee for the entire amount of Bank Guarantee. In such case, no deduction will be made towards Retention Money.

2.23 CORRUPT OR FRAUDULENT PRACTICES: The Employer requires that Bidders under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

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

2.23.1.1 "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

2.23.1.2 "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.

2.23.2 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.

2.23.3 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.

2.24 THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.25 SETTLEMENT OF DISPUTES:

2.25.1 **Amicable Settlement of Disputes:** If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Successful Bidder in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party to refer the disputes to the Chairman of New Mangalore Port Authority and Successful Bidder as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve such dispute, difference or claim.

2.25.2 **Conciliation:** If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 2.25.1 or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the

Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 1996. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.25.3 or 2.25.4.

2.25.3 **Arbitration**

2.25.3.1 Any Dispute which is not resolved amicably as provided in Clause 2.25.1 and/or 2.25.2 shall be finally settled by arbitration as set forth below: -

2.25.3.1.1 The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

2.25.3.1.2 The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time.

2.25.3.1.3 The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD-Ports and the language for all documents and communications between the parties shall be English

2.25.3.1.4 The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

2.25.4 **Adjudication by Adjudicatory Board:** In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Successful Bidder and the New Mangalore Port Authority, all disputes not settled under Clause 2.25.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 2.25.3 and the adjudication hereunder shall be final and binding.

2.25.5 In addition to above, any other mechanism to resolve the dispute as per the directives of

Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

Sd/-
(Chandrashekar)
Executive Engineer (Mechl)I

2. GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 **DEFINITIONS**

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

- 3.1.1 "Employer"** means Board of Trustees of New Mangalore Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided,executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed

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

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

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

3.1.12 "Month" shall mean English Calendar Month.

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

3.2 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:

3.3.1 Monthly payment along with applicable GST,ESI and PF will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the attendance register, receipt of ESI & EPF contributions made to the contract staffs,extract of wages payment Register for the month for which the contractor submits the bill, as documentary evidence.

3.3.2 Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Retention money of Performance Security amount.

3.4 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.

3.5 TAXES: The contractor shall pay the applicable GST 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 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.

3.6 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.

3.7 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.

3.8 **PERSONNEL:** The contractor shall deploy the manning as per the duty roaster prepared by the Shift manager/Supervisor deployed by the contractor and a copy of the same shall be submitted to the EIC or his representative time to time after confirming the same to be displayed on the work places for reference. 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.

3.9 **PAYMENT OF WAGES:**

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift they shall be paid, overtime at double the normal wages.

3.9.1 The wages paid shall include wages for weekly day of rest.

3.9.2 The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills.

3.9.3 Wages, OT etc paid shall be entered in personnel register

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

(a) Shift Manager	Not less than Rs.954/-
(b) Skilled	Rs.868/-
(c) Semi skilled	Rs.739/-

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.

3.9.5 Any shortage of manpower than the prescribed number, the pro ratadeduction will be made based on the daily rate paid during the previous month to the respective categories.

3.9.6 The clause No 3.9.5 is not applicable for weekly day of rest for the contract workers and Shift Manager.

3.9.7 Contractor shall make the payment for the deployed staffs towards 3 National and 5 Festival holidays every year.

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 to the authorities concerned periodically at the applicable rates by the contractor. The Contribution of the immediate Employer's for ESI &PF shall be reimbursed to the Contractor based onthe documentary evidences towards remittance made.

3.10.4 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 4.20 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 Ninety (90) days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.14.1.1 forfeit the Performance Guarantee as it may consider fit;

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

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

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

3.14.4 Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of Thirty (30) days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.15 DEBARRING OF BUSINESS 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 three (03) years duly intimating MSME if applicable.

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 three (3) years duly intimating MSME if applicable.

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 The Bidder shall ensure that,

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

3.18 INSURANCE

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

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials /pipeline

/cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.

- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

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

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

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.

- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.

- v. The Contractor shall submit to the Employer;
- a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been

submitted.

- c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.

- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.

- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.19 INDEMNIFICATION

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

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

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.

- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

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

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 etc. by his staff at site.

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

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

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

3.23 RECORD OF ATTENDANCE

The Contractor will obtain Biometric RFID cards for each of his/her employee, from the Mechanical Engineering Department. These RFID card details will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the Contractors.

3.24 IDENTITY CARD

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

3.25 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.

3.26 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/-
(Chandrashekar)
Executive Engineer (Mechl).

4.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

4.1 PERIOD OF CONTRACT :

The contractor shall carry out maintenance work for a period of three (3) years from the date mentioned in the work order and same will be extended for a further period of one more year as mutually agreed under the same rates, Terms and Conditions.

4.2 Contractor's Working Area :

The Contractor will be provided with one room Fire Water Pump House for their office and store, free of cost. The Contractor will be permitted to use the Toilet facilities provided in the Pump House and control towers of Berth No.13.

The Contractor, shall except when authorized by the Engineer, confine his men, materials and plant in the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with works unless the prior written consent of the EIC.

4.3 Water Supply:

Fresh water will be made available to the contractor at existing fresh water supply line at free of cost.

4.4 Electric Power:

Electric Power supply will be made available to the Contractor free of cost for Operation and Maintenance of Fire Fighting Facilities and also for the Office/Store room provided to the Contractor.

4.5 Communication Facilities:

Ports EPABX Extension lines will be made available to the contractor at Fire Water Pump House and Control Towers of Berth No.13 at free of cost.

4.6 Working in the Water Front Area:

The Contractor shall contact and coordinate his work with the other agencies working in the area. He shall abide by all Port regulations that may be enforced from time to time and coordinate his work in consultation with the Port and other user agencies at Oil Terminal. Any damage to the Port's structures/ equipment or to other works caused at the time of carrying out operations and maintenance activities by his staff shall be made good by the Contractor at his own cost to the complete satisfaction of the EIC immediately failing which the cost of such damages will be recovered from the contractor's monthly bill.

4.7 Welfare Facilities:

The Contractor shall provide welfare measures to his workmen as applicable under the Welfare Act.

4.8 Precautions to be Taken:

It will be entirely the contractor's responsibility to provide personal protective equipment to his staff and labour force, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

4.9 Permission for Port Entry:

Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for

whom the Port Entry Passes are required. In case entry pass is required for the vehicle, the vehicle shall be fitted with spark arrestors.

- 4.10** Major Port Trust Act - 1963, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
- 4.11** No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules.
- 4.12** New Mangalore Port Authority has the absolute right to inspect the Fire Fighting Facilities at any time. Any abnormal condition observed in operation or maintenance of these facilities during such inspection shall be rectified by the Contractor immediately as directed by the EIC or his representative.
- 4.13** The Contractor shall be accountable for all losses occurring to the Port during the contract period due to negligence or mal-operation of the systems.
- 4.14** The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4.15** The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 4.16** The Contractor shall indemnify the Port Authority for any claim made towards statutory default or any action due to non fulfillment of the statutory obligations towards E.P.F., ESI etc.
- 4.17** The Contractor shall take utmost care and precautions as regards fire accident while carrying out the operation and maintenance work as this installation is located in the hazardous area. The hot works permits shall have to be obtained by the Contractor from the Competent Authorities of New Mangalore Port Authority before carrying out any hot work. The

Contractor shall also ensure that his operation and maintenance personnel strictly adhere to the instructions given by the EIC or his representative from time to time.

4.18 The contractor shall engage the personnel as per the Manning roster round the clock during the contract period. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and necessary deductions (pro-rata basis on minimum wages) shall be made from the contractor's monthly bill.

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

4.20 PENALTY:

4.20.1 The Contractor will be penalized on following accounts;

4.20.1.1 In case of failure of deploying Manpower per shift, as per clause no 5.5.1, the Contractor shall be penalized at a rate equal to twice the daily wages of the absent workmen per shift. This will be in addition to the pro rata deduction from the monthly bill.

4.20.1.2 In case of failure of deploying Manpower to report on duty, the Contractor shall be penalized at a rate equal to the daily wages of the absent workmen. This will be in addition to the pro rata deduction from the monthly bill.

4.20.1.3 In case of theft / damage to NMPA assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall be penalized for twice the sum of amount as assessed by NMPA for said theft / damage.

4.20.2 The contractor shall ensure the system readiness round the clock. Breakdown down maintenance of all the equipment needs to be carried out such that, the system readiness is not compromised. In case of failure of pumps, the firefighting system shall be operated using the stand by system. However, the failed component shall be repaired within 7 days from the date of supply of spares by NMPA. In case of failure of any other component/equipment other than pumps, same shall be rectified within 2 days from the date of supply of spares by NMPA. If the contractor fails to rectify/repair the failed component as per the time schedule mentioned above, penalty @ 2% per day on the daily O & M charges will be imposed till the rectification of the defect.

Note : 1. The contractor shall provide the list of critical spares required for the maintenance of the pumps within 15 days from the date of issue of Work order/LOA, so that same can be stocked by NMPA for maintenance purpose.

2 The performance of the repaired/replaced equipment shall be guaranteed for a minimum period of six months from the date of commissioning of the equipment by the contractor.

4.21 The staffs deployed for the Operation and maintenance of the Fire fighting system shall be as per the qualifications prescribed at clause No 5.5.2 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately remove the staff from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 3 days from the date of issuance of the second notice, penalty as per clause No 4.20.1.1 shall be imposed from the 4th day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.

4.22 Contractor's staffs shall not claim any type of compensation/Absorption /Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor.

Sd/-
(Chandrashekar)
Executive Engineer (Mech)l.

5.0 SCOPE OF WORK

- 5.1 The scope of work include Operation & Maintenance of Fire Fighting system at Berth No 11 & 12.
- 5.2 Contractors Responsibilities
- 5.2.1 Round the clock Operation of the Fire fighting system installed at Berth No 11 & 12, as per manning pattern in Clause No. 5.5 below. Any failure in deployment of staff as per the Manning Pattern, penalty as per clause No 4.20 of Special Condition of contract shall be imposed. The Contractor shall ensure smooth operation of the Fire Fighting Facilities at Berth No. 11 & 12 throughout the contract period by continuously monitoring the condition and health of the various equipment and systems during the operation. Any abnormal condition noticed in any facility/system/equipment is to be immediately reported to the EIC or his representative.
- 5.2.2 Round the clock maintenance of all Fire fighting equipment, fire water pipelines etc. as given in Maintenance Schedules (**Schedule 1 to 5**) or as amended from time to time.
- 5.2.3 Repairing/maintenance/servicing/overhauling/removal and refitting of equipment/pipelines etc and its accessories at pump houses, control tower and jetty areas of Berth No. 11 & 12. Carrying out all types of breakdowns maintenance.
- 5.2.4 Replacements of fire water / foam pipelines up to 6 mtrs on each occasion as and when required as a preventive maintenance measure as instructed by EIC. The supply of required pipelines shall be in the scope of NMPA.
- 5.2.5 All the works shall be carried out by the contractor as per the direction of EIC or his representative. List of equipment available at Berth No 11 & 12 is provided at **Annexure 1 & 2**. Care has been taken to cover all the equipment/items of the Fire fighting system, however, if any of the equipment/item is missed out in the list, it doesn't absolve the contractor from carrying out the maintenance of that equipment/item, as per the scope of work.
- 5.2.6 **Painting of the entire system:** Painting work shall be done after surface cleaning of complete pipelines and all equipment associated with Berth No 11 & 12 as instructed by EIC and to the satisfaction of EIC if found necessary.
- 5.2.7 Maintaining the Maintenance Registers, Attendance Register for the staff and Operational Register in the prescribed format of NMPA which shall be periodically checked and verified by Engineer i/c. or his representative. The monthly

maintenance report of the Fire fighting system shall be submitted by the Contractor to Engineer i/c every month along with the bill.

- 5.2.8 Ensuring safety and security of all the Fire Fighting equipment in the BerthNo 11 & 12 during the contract period.
- 5.2.9 Arranging all the tools & tackles for carrying out day to day maintenance during the contract period not restricted to welding machine, grinding machine, gas cutting etc.
- 5.2.10 Providing manpower for the transportation of material from Stores/workshop to site including fuel from petrol pump.
- 5.2.11 Maintaining good liaison and cordial relations with the Port staff and ensuring that the Plant shall be operated in accordance with the requirement of the fire force without prejudice at the time of any eventuality.
- 5.2.12 Providing the following uniform and safety materials to persons engaged by the contractor during the contract period for all the staffs deployed at Berth No 11 & 12:-

Sl. No.	Particulars	Qty	Periodicity
1	Uniform – (Pair of Shirt & Pant of Terri Coat blue in colour)	1	Every Year
2	Safety Helmet	1	Every 3 Years
3	Shoes and Socks	1	Every Year
4	Washing soaps	1	Every Month
5	Raincoat	1	Every 3 Years
6	Hand Gloves	1pair	Every 3 months
7	Mask	1 pair	Every 3 months

5.2.13 Electrical/ instrumentation equipment:

5.2.13.1 The Contractor shall ensure the working condition of all the electrical/instrumentation equipment both at pump House, Control Tower & Jetty areas as per Annexure 1& 2. The contractor shall also be responsible for maintaining the electrical/instrumentation equipment as per the maintenance schedule.

5.2.13.2 If the contractor is not able to rectify the issues pertaining to the electrical/instrumentation equipment, same shall be brought to the notice of the EIC, who shall intimate Electrical department accordingly.

5.2.13.3 Periodical checking of earthing continuity of all the electrical/instrumentation equipment in the fire fighting system, condition monitoring of all the electrical/instrumentation equipment in

fire fighting system shall be in the scope of the contractor. Any Issues with regard to electrical system shall be reported to EE(E)/AEE(E) of NMPA.

5.2.14 With reference to Clause No 5.3.4 (NMPA's responsibilities) below , removing of engines repair/replace, removing of motors for repair/replace and refitting of the same after repair/replace shall be in the scope of the Contractor

5.2.15 With reference to Clause No 5.3.5 (NMPA's responsibilities) below, if the replaced/augmented/ modified/added equipment by the Port are connected to the Fire fighting facilities of Berth No. 11 & 12, then the regular/breakdown maintenance of these pipelines/equipment etc. shall be in the scope of the contractor.

5.3 NMPA's responsibilities :-

5.3.1 Shall inspect the Fire fighting system at regular intervals for checking the health of all the systems. If any problems are noticed, the same will be communicated to the Shift in charge of the O & M contractor for corrective action. The defects mentioned in the inspection report are to be rectified by the contractor immediately. If the contractor fails to rectify the same, penalty as per clause no 4.20 of SCC will be applicable.

5.3.2 Shall supply the required pipelines (both Foam and fire waterlines), spares, oil, lubes and grease, cotton waste, Welding electrodes, Grinding / cutting wheel, Paint & Thinner etc. required for the breakdown/preventive maintenance work.

5.3.3 Shall provide electrical power at free of cost for the maintenance activities.

5.3.4 Servicing/repairing of diesel engine and re-winding/servicing/repair of HT and LT motor

5.3.5 Replacement of Fire water Pipes line/ foam pipelines above 6 mtrs. or any other equipment attached to the fire fighting system at Berth No 11 & 12, taken up by the Port as a measure of preventive maintenance or any augmentation/ modification/additional works for the existing system.

5.3.6 Arranging cranes, lifting tackles etc for the regular/breakdown maintenance.

5.3.7 Maintenance of Civil structures of Fire Water Pump House, Control Towers, Foam Pump Houses.

5.4 In case of any system/equipment failure couldn't be repaired/ rectified by the contractor, within the stipulated time in the tender, penalty will be imposed as per clause No 4.20 of SCC. Further, if the system is not rectified /repaired within additional 10 days from the stipulated time in the tender (with penalty), NMPA shall arrange for the technical support

from OEM. Based on the OEMs suggestion, contractor shall rectify/repair the system. The cost for arranging the OEM shall be deducted from the monthly O& M charges of the contractor. This will be in addition to the penalty charges imposed on the contractor till the system is repaired/ replaced. The spares shall be supplied by NMPA based on the requirement provided by the contractor.

5.5 Manpower :

5.5.1 Contractor shall provide following manpower for O&M of Berth No.11 & 12 for round the clock Operation & Maintenance.

Sl. No.	Staff Details	Qty
1	Skilled	10 Nos.
2	Semi Skilled	9 Nos.
3	Shift Manager	3 Nos.
Total		22 Nos.

Note: Contractor shall ensure the locations are adequately manned round the clock. A minimum of 5 personnel from the above combination shall be ensured by the contractor in each shift.

5.5.2 Qualification of the Staffs to be deployed :-The Contractor shall submit the profile of the personnel engaged by them for the contract at least two (2) days prior to the start of the O & M contract as indicated in the work order/LOA. The qualification of the staffs deployed shall be as follows:-

5.5.2.1 **Shift Manager** shall be Diploma in Mech./ Electrical Engineering with 5 years experience or BE/B.Tech in mechanical/Electrical with 2 years experience.

5.5.2.2 **Skilled manpower** shall be ITI in Electrician/ Mechanic / Fitter/ Welder passed with 2 years minimum experience. At least one each from the above category shall be maintained by the contractor during the contract period. Further, an Electrician shall be deployed in General shift in this category. The welder deployed shall be qualified and capable of welding steel structures, pipelines etc. Further, the deployed staff in this category shall also be capable of painting the equipment, pipelines etc or any other work as instructed by the EIC.

5.5.2.3 **Semi Skilled manpower** shall be minimum 10th passed and should possess minimum two years experience in operation and maintenance of valves and pumps or ITI Electrician/Mechanic/Fitter/Welder passed. However, the contractor may at his discretion, deploy staffs who are having experience of at least 10 years in the O & M of Fire fighting system at

Ports, subject to the strength of these staffs ,shall not exceed 50% of the total staffs in this category. In such a scenario, it shall be the sole responsibility of the contractor to ensure that these deployed staffs are capable of Operating and maintaining the Fire fighting system in line with the other staffs of same category. Further, the deployed staff in this category shall also be capable of painting the equipment, pipelines etc or any other work as per the requirement of EIC.

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(Chandrashekar)
Executive Engineer (Mech)l.

LIST OF EQUIPMENTS AT BERTH NO.11

SI. No.	Description of Equipment / Machineries / Systems	Quantity
1	6000 LPM capacity Tower Monitors installed on 20M High RCC Towers	2 Nos
2.	3000 LPM capacity Ground Monitor mounted on 3m height RCC Tower	1 No.
3.	Diesel Engine Driven V.T. Pump Set of 15000 LPM capacity at 16 Kg/cm ² pressure with all accessories	2 Nos.
4.	HT Motor Driven V.T. Pump set of 15000 LPM capacity at 16 Kg/ Cm ² pressure with al accessories	2 Nos.
5.	Motor Driven V.T. Jockey Pump set of 900 LPM capacity of 16 Kg/ Cm ² pressure with all accessories	2 Nos.
6.	SS 316 Double Headed Fire Hydrants with orifice plates Isolation B.F. Valves size 100 NB Hose Box with stands 15m long Hoses with end coupling and nozzles	16 Nos. 16 Nos. 16 Nos. 32 Nos.
7.	SS 316 Single Headed Hydrants with orifice plates Isolation B.F. Valves size 100 NB Hose Box 7.5m long Hoses with end coupling and nozzles	3 Nos. 3 Nos. 3 Nos. 3 Nos.
8.	Fixed water monitors of 2700 LPM capacity	2 Nos.
9.	SS 316 Foam Tank of Capacity 30 Cubic Meter	1 No.
10.	Electrical Driven positive displacement Foam Pump set of 450 LPM capacity at 17 Kg/ Cm ² with all accessories	1 No.
11.	Diesel Engine Driven Positive Displacement Foam Pump set of 450 LPM capacity at 17 Kg/ Cm ² with all accessories	1 No.
12.	Portable Electrical Driven Pump set of 50 LPM capacity for filling of foam compound	1 No.
13.	Jumbo water curtain Nozzles of 362 LPM at inlet pressure of 7 Kg/ Cm ²	18 Nos.
14.(i)	Electrical system for remote operation	
(a)	Remote Control panel for Main Pumps, Foam Pumps, Jockey Pumps including cables.	1 No.
(b)	Remote Control panel for motorized Valves including cables	1 No.
(c)	Control Panels for Tower & Ground and Monitors including cables	3 Nos.
14.(ii)	Base Monitor control panel including cables	2 Nos.
15.	10 T Capacity Semi EOT Crane of 8.9 m span, 6.5 m lift	1 No.
16.	Portable Electric Driven Positive Displacement Pump set of Capacity 50 LPM for filling diesel oil	1 No.
17.	In line Balance Pressure Proportioning System	3 sets
18.	Fire Alarm System Fire Alarm Hooters./ Sirens Fire Alarm Panel Alarm Push Buttons	2 Nos. 1 No. 9 Nos.

	Cables & Accessories	1 Lot.
19.	International shore connection with isolation valves, pipeline of 150 dia complete in all respect.	One system
20	Gas Detection System Panel Sensors Cables & Accessories	1 No. 4 Nos. 1 Lot
21	Flame Detection System Panel Sensors Cables & Accessories	1 No. 10 Nos. 1 Lot
22	Public Address System Panel Speakers Cables & Accessories	1 No. 7 Nos. 1 Lot
23.	Various sizes M.S. S.S. & G.I. pipe lines (AG and UG) of 500 NB, 350 NB, 300 NB, 250 NB, 200 NB, 150 NB, 100 NB, 80 NB, 65 NB, and 25 NB including associated Butterfly valves & Ball valves, motorized valves, Strainers, Non return valves, Pressure Relief Valves, Pressure Switches, Pressure Gauges, Temperature Gauges etc., complete	As laid
24.	Foam Compound in Foam Tank	
25.	Electrical Motors of main pumps, jockey pumps and foam pumps	

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(Chandrashekar)
Executive Engineer (Mech)l.

Annexure –2**LIST OF EQUIPMENTS AT BERTH NO.12**

Sl. No.	Description of Equipment / Machineries / Systems	Quantity
1	6000 LPM capacity Tower Monitors installed on 20M High RCC Towers	2 Nos
2.	3000 LPM capacity Ground Monitor mounted on 3m height RCC Tower	1 No.
3.	Diesel Engine Driven V.T. Pump Set of 15000 LPM capacity at 16 Kg/cm ² pressure with all accessories	2 Nos.
4.	Motor Driven V.T. Jockey Pump set of 900 LPM capacity at 16 Kg/ Cm ² pressure with al accessories	2 Nos
5.	SS 316 Double Headed Fire Hydrants with orifice plates/ Isolation B.F. Valves size 100 NB Hose Box with stands 15m long Hoses with end coupling and nozzles	12 Nos 12 Nos. 12 Nos. 24 Nos.
6.	SS 316 Single Headed Hydrants with orifice plates Isolation B.F. Valves size 100 NB Hose Box 7.5m long Hoses with end coupling and nozzles	3 Nos. 3 Nos. 3 Nos. 3 Nos.
7.	Fixed water monitors of 2700 LPM capacity	2 Nos.
8.	SS 316 Foam Tank of Capacity 30 Cubic Meter	2 Nos.
9.	Electrical Driven positive displacement Foam Pump set of 900 LPM capacity at 17 Kg/ Cm ² with all accessories	1 No.
10.	Diesel Engine Driven Positive Displacement Foam Pump set of 900 LPM capacity at 17 Kg/ Cm ² with all accessories	1 No.
11.	Portable Electrical Driven Pump set of 50 LPM capacity for filling of foam compound	1 No.
12.	Jumbo water curtain Nozzles of 362 LPM at inlet pressure of 7 Kg/ Cm ²	16 Nos.
13.(i)	Electrical system for remote operation	
(a)	Remote Control panel for Main Pumps, Foam Pumps, Jockey Pumps including cables.	1 No
(b)		1 No.
(c)	Remote Control panel for motorized Valves including cables Control Panels for Tower & Ground and Monitors including cables	3 Nos. 2 Nos.
13 ii)	Base Monitor control panel including cables	
14.	10 T Capacity Semi EOT Carne of 8.8 m span, 6.5 m lift	1 No.
15.	Portable Electric Driven Positive Displacement Pump set of Capacity 50 LPM for filling diesel oil	1 No.
16.	In line Balance Pressure Proportioning System	3 sets
17.	Fire Alarm System Fire Alarm Hooters./ Sirens Fire Alarm Panel Alarm Push Buttons Cables & Accessories	2 Nos. 1 No. 6 Nos 1 Lot.

18.	International shore connection with isolation valves, pipeline of 150 dia complete in all respect.	One system
19	Gas Detection System Panel Sensors Cables & Accessories	1 No. 4 Nos. 1 Lot
20	Flame Detection System Panel Sensors Cables & Accessories	1 No. 10 Nos. 1 Lot
21	Public Address System Panel Speakers Cables & Accessories	1 No. 7 Nos. 1 Lot
22.	Various sizes M.S. S.S. & G.I. pipe lines (AG and UG) of 500 NB, 350 NB, 300 NB, 250 NB, 200 NB, 150 NB, 100 NB, 80 NB, 65 NB, and 25 NB including associated Butterfly valves & Ball valves, motorized Butterfly valves, Strainers, Non return valves, Pressure Relief Valves, Pressure Switches, Pressure Gauges, Temperature Gauges etc., complete	As laid
23.	Foam Compound in Foam Tank	
24.	Electrical Motors of Jockey pumps & foam pumps(overhauling and winding not in this scope)	

Sd/-
(Chandrashekar)
Executive Engineer (Mech)l.

ANNEXURE -3

PARTICULARS OF TENDERER:

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

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

Signature & seal of the Tenderer

ANNEXURE -4**FINANCIAL TURNOVER**

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

A: Banker's Details:

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

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

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

Attachments :-

- i) Financial reports for the last three years: balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.

Signature & Seal of the Tenderer

ANNEXURE-5

DETAILS OF EXPERIENCE

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

Signature of Tenderer with Company Seal

NOTE: The Tenderer shall enclose the notarized copies of the supporting documents viz., work order copies/agreements/satisfactory completion certificates/ any other documents from the clients as proof of handling for verification.

TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “**Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority**”, we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. 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 of 10% of the Contract Value in the manner set forth in the GCC of tender.
3. 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.
4. 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.
5. We have deposited the Earnest Money as per the instructions.
6. 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 Guarantee in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Authority .
7. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc. but excluding GST. GST shall be payable extra as applicable.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest or any tender you may receive.

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

Witness

Signature:

Address:

JOINT BIDDING AGREEMENT (IN CASE OF CONSORTIUM)

(To be executed on Non-judicial Stamp Paper of Rs. 100/- value)

Know all men by these presents that we, ----- and -----
----- (persons and Companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of tender.

Whereas the New Mangalore Port Authority (herein after referred to as "the Employer") has invited tenders from the interested parties for----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are ----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract) and ----- (name of the person) of (name of the firm) and -----(name of the person) and----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize -----as our constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of this Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

SIGNED SEALED & DELEVERED

By with named-----

-----through its

duly constituted attorneys

----- in the presence of

SIGNED SEALED & DELEVERED

By with named-----

-----through its

duly constituted attorneys

----- in the presence of

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, 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 **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”** and Guaranteeing the performance for a period of 6 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
16. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”** in conformity in all respects with the provision of the Contract.
16. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “Service Contract for Operation & Maintenance of Fire Fighting**

Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

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

Signed, sealed and delivered
by _____ for and on behalf of the said
_____ in pursuance of a resolution of
the Board of Directors of the
_____ passed at a meeting held on

(Contractor)
COMPANY SEAL

Witness:

- 1.
- 2.

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

in presence of
Witness

- 1.
- 2.

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of New Mangalore Port Authority, Panambur, Mangalore - 575010,
Karnataka

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) Withdraws the Bid after Bid opening during the period of Bid Validity or Extended Validity period duly agreed by the bidder.
- b) fails within the specified time limit to sign the Contract / Agreement AND / OR furnish the required Performance Security.
- c) If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the bidder.
- d) If any information or representation submitted by bidder is found to be false or incorrect.
- e) Any effort by the bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- f) Any Bid not accompanied with EMD shall be rejected summarily by the Employer as being non-responsive, except in the case, as per clause no 2.4.1.3.
- g) In the event of forfeiting the EMD/LD/SD, GST is applicable and while imposing penalty GST shall be collected.

This guarantee will expire unless other wise extended or informed by the Employer/
Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this **BG is authorised to do so-should also be enclosed**]

ANNEXURE -10

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

1. In consideration of the Board of New Mangalore Port Authority incorporated by the Major Port Authority Act, (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 "**Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority**" vide Work Order No. _____(hereinafter called 'the Contract') to M/s. "**Name of the Contractor**" (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs /- (Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____/- (Rupees _____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, _____(Name of the Bank), do hereby undertake to pay Rs. _____/- (Rupees _____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its

claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to 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 ---/ /2027.
- 11.

Dated _____ day of _____ 2023

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

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

Sub: Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority.

Ref: _____

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

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

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

ANNEXURE -12

(To be executed on non-judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER (IN CASE OF
CONSORTIUM / JOINT VENTURE)**

Know all men by these presents that We, _____, _____
_____ and _____ (hereinafter collectively referred to as “the
Consortium/joint venture”) hereby appoint and authorise _____ Ltd as our
attorney.

Whereas the NMPA (NEW MANGALORE PORT AUTHORITY) (hereinafter referred to as
“the Employer”) has invited applications from interested parties for _____
_____ (hereinafter referred to as “the Contract”).

Whereas the members of the Consortium/joint venture are interested in bidding for this
assignment in accordance with the terms and conditions of this Tender along with its
amendments, addendum and related documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and
authorize one of them to do all acts, deeds and things in connection with the aforesaid
Contract.

We hereby nominate and authorize _____ as our constituted
attorney in our name and on our behalf to do or execute all or any of the acts or things in
connection with making an application to the _____ NEW MANGALORE
PORT AUTHORITY, to follow up with the NEW MANGALORE PORT AUTHORITY and
thereafter to do all acts, deeds and things on our behalf until culmination of the process of
bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be
construed as acts, deeds and things done by us and we undertake to ratify and conform all
and whatsoever that my said attorney shall do or cause to be done for us by virtue of the
power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this
assignment in all respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

FORMAT FOR PROPRIETORSHIP

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

Sir,

Name of the Work: **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”**

Ref.: E-tender No. **CME-14/2024-25 dated 02.01.2025**

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

Bank Information for E-Payment

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

Signature and seal of the Tenderer

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 “**Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority**” 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'

1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or

accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

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:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of

the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the

'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 3.13 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'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount_(to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/EMPLOYER' shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', 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 five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

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

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

Name and Address of the Monitor :

- 1. Dr. Subhash Chandra Khuntia, IAS (Retd)**
16-C, MCHS Colony,
HSR Layout (Sector 6),

Bangalore -560102

Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com

2. Ms. Sunita Puri, IRS (Retd.)

H No. 2095, Sector 15 C,

Chandigarh – 560102

Mob no. 9872099717, E-mail: sunita.puri12@gmail.com

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

12. Validity

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

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

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

13. The parties hereby sign this Integrity Pact at _____ on ____ / ____ /2023

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

DISPUTES REVIEW BOARD AGREEMENT

(To be executed on Rs.100/- non-judicial Stamp Paper)

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

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

[Note Delete whatever is not applicable]

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

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

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer's Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer's Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer's Representative, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any

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

of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.

- c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause [number] and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Engineer or Engineer's Representative stating that it is made pursuant to (*insert relevant clause no.*).
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.

- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or Engineer's Representative. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

[Note Delete if it is one member DR Board]

- 13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway. The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

Signed, sealed and delivered
 by _____ for and on behalf of the said
 _____ in pursuance of a resolution of
 the Board of Directors of the

 passed at a meeting held on

(Contractor)
 COMPANY SEAL

Witness: 1.
 2.

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

in presence of
 Witness 1.
 2.

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

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

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

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

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

We _____ (Bidders name) hereby undertake that ,

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

Sign and Seal of the Bidder/ Bidders Authorized Representative

ANNEXURE -19

DETAILS OF ONGOING CONTRACTS

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 20

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter, the % of Local content
CME-14/2024-25 dated 02.01.2025 “Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”	

Sign & Seal of the Contractor

UNDERTAKING FOR SITE VISIT

I/We _____(Company Name), hereby declare that, i/
We have inspected the Oil Jetty area and assessed the site conditions as per the scope of works and tender terms and conditions involved in carrying out the work of **“Service Contract for Operation & Maintenance of Fire Fighting Facilities at Berth No. 11 & 12 for a period of 3 years at New Mangalore Port Authority”** and the rates quoted by us involves all expenditure to carry out the work as mentioned in the Technical specifications and scope of Work.

Sign and Seal of the Bidder/ Bidders Authorized representative

Certificate for Tenderers / Bidders sharing Land Border

“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

“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

Schedule .1

MAINTENANCE SCHEDULE

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

Daily, Weekly, Monthly and Half Yearly PREVENTIVE MAINTENANCE SCHEDULE of FIRE PUMP HOUSE II for the month of _____

16. DAILY

SI No .	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1.	Check Engine Oil level																																
2.	Drain water from the water separator																																
3.	Check fuel level and fuel supply																																
4.	Check air cleaner																																
5.	Check leaks and correct																																
6.	Check tightness of battery, voltage & circuit connections																																
7.	Check lubrication oil level																																
8.	Check pressure gauges																																
9.	Check coolant level																																
10.	Check visually 1No. double handed fire																																

III. MONTHLY		Sch Date	Work carried out on	Reason for dealy if any	Details of work carried out
1. 2Nos. H.T. motor bearings greasing 2. 4 Nos. jockey Pumps greasing 3. 16 Nos. battery values greasing 4. 4 Nos. Engine cardonic shaft coupling of Diesel Engines greasing 5. 2 Nos. 10 tonnes capacity semi EOT Cranes visually check 6. Checking foundation Bolts of Diesel engine driven VT pumps, Electrical motor driven VT pumps, Jockey pumps,	3 rd of every month				

IV. HALF YEARLY		Sch Date	Work carried out on	Reason for dealy if any	Details of work carried out
1. Patch up paintings of Pipelines, Structural supports whenever required. 2Nos. H.T. motor bearings greasing . 2. Greasing of 2 Nos. 10 Tonne Semi EOT Cranes.	In the Month of October & April				

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

Daily, Weekly and Monthly PREVENTIVE MAINTENANCE SCHEDULE of **Foam Pump House, Control Room and Jetty**

Area of Berth No 11

for the month of _____

16. DAILY

Sl No	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1.	Check Engine Oil Level.																															
2.	Check Air Cleaner.																															
3.	Check leaks and correct.																															
4.	Check Foam Level.																															
5.	Check Monitor rotation, up & down Movement.																															
6.	Check Control Panels.																															
7.	Check Visually 4 Nos Gas Detection Sensors.																															
8.	Check Visually 10 Nos Flame Detection Sensors.																															
9.	Check Visually 9 Nos Fire Alarm Push Buttons.																															

II. WEEKLY		Week	Sch. Date	Work carried out on	Reasons for delay if any	Details of work carried out
1. Check visually 35 Nos. Hydrant Valves. 2. Check visually 8 Nos. Wheel operated Butterfly Valves. 3. Check visually 14 Nos. Ball Valves. 4. Check visually 26 Nos. Isolation Butterfly Valves. 5. Foam Pumps, Motor, Engine and Panels cleaning. 6. Check rotation, up & down Movement of 2 Nos. Fixed Water Monitors. 7. Check visually 7 Nos. Pressure Gauges.	Every Thursday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
8. 1 No. Hooter Testing.	Every Tuesday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
9. Foam Pumps train run in re – circulation mode. 2Nos. Hooter Testing.	Every Sunday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
10. Checking of All Motorized valves of Foam & Water Pipelines. (Tower, Ground, Jumbo Water curtains)	Every Wednesday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				

III. MONTHLY		Sch Date	Work carried out on	Reason for delay if any	Details of work carried out
1. 35 Nos. Hydrant Valves Greasing. 2. 8 Nos. Wheel operated Butterfly Valves greasing. 3. 14 Nos. Ball Valves greasing. 4. 26 Nos Isolation Butterfly Valves Greasing. 5. 9 Nos. Motorised Butterfly /Ball Valves greasing.	8 th of every month				
6. 2 Nos Fixed Water Monitors greasing. 7. 3 Nos Monitors greasing. 8. Check visually 19 Nos. Hose Boxes.	18 th of every month				

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

Daily, Weekly and Monthly PREVENTIVE MAINTENANCE SCHEDULE of **Foam Pump House, Control Room and Jetty Area of Berth No 12**

for the month of _____

I. DAILY

Sl No	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1.	Check Engine Oil Level.																																
2.	Check Air Cleaner.																																
3.	Check leaks and correct.																																
4.	Check Foam Level.																																
5.	Check Monitor rotation, up & down Movement.																																
6.	Check Control Panels.																																
7.	Check Visually 4 Nos Gas Detection Sensors.																																
8.	Check Visually 10 Nos Flame Detection Sensors.																																
9.	Check Visually 6 Nos Fire Alarm Push Buttons.																																
10.	Check Visually 16 Nos Jumbo																																

II.WEEKLY		Week	Sch. Date	Work carried out on	Reasons for delay if any	Details of work carried out
6. Check visually 27 Nos. Hydrant Valves. 7. Check visually 8 Nos. Wheel operated Butterfly Valves. 8. Check visually 14 Nos. Ball Valves. 9. Check visually 26 Nos. Isolation Butterfly Valves. 10. Foam Pumps, Motor, Engine and Panels cleaning. 6. Check rotation, up & down Movement of 2 Nos. Fixed Water Monitors. 7. Check visually 7 Nos. Pressure Gauges.	Every Saturday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
8. 1 No. Hooter Testing.	Every Tuesday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
9. Foam Pumps train run in re – circulation mode.	Every Sunday	1 st				
		2 nd				
		3 rd				
		4 th				
		5 th				
10. Checking of All Motorized valves of Foam & Water Pipelines. (Tower, Ground, Jumbo Water curtains)	Every Wednesday	1 st				
		2 nd				
		3 rd				
		4 th				

		5 th				
--	--	-----------------	--	--	--	--

IV. MONTHLY		Sch Date	Work carried out on	Reason for dealy if any	Details of work carried out
1. 27 Nos. Hydrant Valves Greasing. 2. 8 Nos. Wheel operated Butterfly Valves greasing. 3. 14 Nos. Ball Valves greasing. 4. 2 Nos. Fixed water monitors Greasing. 5. 9 Nos. Motorised Butterfly /Ball Valves greasing.	7 th of every month				
6. 3 Nos. Monitors greasing. 7. 22 Nos. Isolation Butterfly valves greasing. 8. Check visually 19 Nos. Hose Boxes.	17 th of every month				

Schedule .2

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

QUARTERLY PREVENTIVE MAINTENANCE SCHEDULE of FOAM PUMP HOUSE, CONTROL ROOM AND JETTY AREA OF BERTH No.11 and 12 FOR THE QUARTER ENDING. _____

I	BERTH NO 11		Work carried out on:
1	Foam pump trail run by injecting foam for 15 second through 3 Nos. monitors.	Every March, June, September and December	Reason for delay if any
2.	Testing of Operation of 10 Nos. Flame		Details of work carried out
3.	Detectors		
4.	Testing of operation of 4 Nos. Gas		
5	detectors Testing of operation of 9 Nos. Fire Alarm System Testing of operation of 7 Nos. Public Address System for Alert / Speech / all call operation		

II	BERTH NO 12		Work carried out on:
1	Foam pump trail run by injecting foam for 15 second through 3 Nos. monitors.	Every March, June, September and December	Reason for delay if any
2.	Testing of Operation of 10 Nos. Flame		Details of work carried out
3.	Detectors		
4.	Testing of operation of 4 Nos. Gas		
5	detectors Testing of operation of 6 Nos. Fire Alarm System Testing of operation of 7 Nos. Public Address System for Alert / Speech / all call operation		

Schedule .3

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

QUARTERLY PREVENTIVE MAINTENANCE SCHEDULE of FOAM PUMP HOUSE, CONTROL ROOM AND JETTY AREA OF BERTH No. 11 and 12 FOR THE HALF YEAR ENDING. _____

I	BERTH NO 11		Work carried out on:
1	7 Nos. Strainer check and cleaning.	Every October and April	Reason for delay if any
2.	Patch up painting of pipelines, structural Support etc. whenever required		Details of work carried out

II	BERTH NO 12		Work carried out on:
1	7 Nos. Strainer check and cleaning.	Every October and April	Reason for delay if any
2.	Patch up painting of pipelines, structural Support etc. wherever required		Details of work carried out

Schedule .4

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

DETAILS OF MAINTENANCE WORKS OTHER THAN PREVENTIVE MAINTENANCE WORKS CARRIED OUT DURING THE MONTH OF _____

SI No.	Description of Work	Materials used (issued by NMPA)	Worked carried out on		Remarks
			Form	To.	

Schedule .5

OPERATION AND MAINTENANCE OF THE FIRE FIGHTING FACILITIES OF BERTH NO 11 & 12 OF NMPA.

CONSOLIDATED LIST OF PENDING WORKS FOR THE MONTH OF _____

Sl. No.	Description of work	Pending from	Reasons for pending

PRICE BID

Tender Inviting Authority: Office of the Executive Engineer(M)I, New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010	
Name of Work: SERVICE CONTRACT FOR OPERATION & MAINTENANCE OF FIRE FIGHTING FACILITIES AT BERTH NO. 11 & 12 FOR A PERIOD OF 3 YEARS AT NEW MANGALORE PORT AUTHORITY	
Contract No: CME-14/2024-25 DATED 02/01/2025	
Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUM BER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Rate Per Month In Figures To be entered by the Bidder in Rs. P	GST In Percentage To be entered by the Bidder	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = Col (13) + {Col(4) * Col(7) * Col(9)} in Rs. P	TOTAL AMOUNT In Words including GST
1	2	3	4	5	7	9	13	14	15
1	Monthly charges for the Service Contract for Operation and Maintenance of Fire Fighting Facilities of Berth No.11 & 12 at NMPA and to carry out all the works mentioned in the scope of work and as per the list of Equipment (Annexure 1 & 2) and Maintenance Schedules (Schedule 1 to 5) excluding ESI, PF and GST.	item1	36.00	months			0.00	0.00	INR Zero Only

Contractor Signature with Stamp & Seal:

1. NMPA BANK DETAILS FOR REMITTING TENDER FEE and EMD

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

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

PART- V**CHECK LIST**

Tender No: CME-14/2024-25

Dated: 02/01/2025

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH
TECHNO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1	EMD details or supporting document for exemption of as per clause 2.2.1 (a) & (b)		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	<ul style="list-style-type: none"> a) List of equipment at Berth No. 11 as per Annexure –1. b) List of equipment at Berth No. 12 as per Annexure –2. c) Particulars of Tenderer as per Annexure –3. d) Copies of annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years as per Annexure-4. e) List of work orders and satisfactory completion certificate/any other documents issued by the client, duly attested by notary shall be submitted as per Annexure–5 f) Tender Form as per Annexure- 6 g) Joint Bidding Agreement (In case of Consortium)- Annexure 7 h) Form of Agreement as per Annexure –8 i) Specimen Bank Guarantee Form for EMD as per Annexure – 9 j) Specimen Bank Guarantee Form for Performance security as per Annexure – 10 		

	<ul style="list-style-type: none"> k) Format for Declaration – Annexure-11 l) Power of Attorney: - Annexure -12 m) Format for Power of Attorney for Lead Member (In case of Consortium / Joint Venture) - Annexure 13. n) 'Format for Proprietorship' – Annexure – 14 o) Bank Details of the Tenderer for E-Payment - Annexure-15 p) Integrity Pact – Annexure -16 q) Disputes Review Board Agreement – Annexure 17 r) Undertaking Of Indemnification – Annexure 18 s) Details Of Ongoing Contract – Annexure 19 t) Verification Of Local Content – Annexure 20 u) Undertaking for site visit - Annexure 21 v) Certificate for tenderers / bidders sharing land border - Annexure 22 w) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -23 x) Copies of the GST Registration Certificate and PAN card to be submitted. 		
PRICE BID	Price Bid (Online Mode Only)		