



**TENDER DOCUMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**

NIT No.CIVIL/CE(C)/EE(C)/65/2024-25

E-Tender ID 2025\_NMPT\_849671\_1

Tender for

**“MAINTENANCE DREDGING DURING MONSOON AT NEW  
MANGALORE PORT FOR THE YEAR 2025-26”**

**THROUGH E-TENDERING MODE**

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Tender Amount	:	Rs. 4,68,16,000/-
E.M.D.	:	Rs. 11,04,900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only)
Tender Fee	:	Rs.1,680/- (Including GST @ 12%)

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**TENDER DOCUMENT**  
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**CIVIL ENGINEERING DEPARTMENT**

Tender for  
“MAINTENANCE DREDGING DURING MONSOON AT  
NEW MANGALORE PORT FOR THE YEAR 2025-26”

Volume - I

SECTION I .....	10
<b>i) NOTICE INVITING TENDER.....</b>	<b>10</b>
<b>ii) INSTRUCTIONS TO TENDERERS.....</b>	<b>14</b>
1. Instructions for E-Tendering.....	14
1. Special instructions to the bidders for the e-submission of the bids online through this e-procurement portal .....	14
2. Cover Details .....	16
3. Opening of bids.....	20
4. Evaluation process: .....	20
2. Instructions To Tenderers (General).....	21
1. Introduction: .....	21
2. Applicants:.....	22
3. Invitation for Bids: .....	22
4. Purchase of Tender Documents: .....	22
5. One Bid per Bidder: .....	22
6. Cost of Bidding: .....	22
7. Site visit: .....	22
8. Content of Bidding Documents:.....	22
9. Clarification of the Bidding Documents:.....	23
10. Amendment of Bidding Documents:.....	23
11. Preparation of bids: .....	23
12. Minimum Eligibility Criteria: .....	23
13. Bid Prices:.....	26
14. Currencies of Bid and Payment: .....	26
15. Bid Validity: .....	26
16. Bid Security / EMD: .....	27
17. No Alternative Proposals by Bidders: .....	28
18. Format and Signing of Bid: .....	28
19. Bid Submission:.....	28
20. Deadline for Submission of the Bids:.....	32

21. Late Bids: .....	32
22. Modification and Withdrawal of Bids:.....	32
23. Bid Opening - Technical Bid: .....	33
24. Bid Opening – Price Bid: .....	33
25. Clarification of Bids: .....	33
26. Examination of Bids and Determination of Responsiveness: .....	34
27. Correction of Errors: .....	34
28. Evaluation and Comparison of Bids: .....	34
29. Alteration of tender documents: .....	35
30. Alternative conditions and Proposal: .....	35
31. Award of Contract: .....	35
32. Notification of Award: .....	35
33. Release of Bid Security / EMD: .....	36
34. Performance Security: .....	36
35. Fraud and Corrupt Practices:.....	36
36. Rejection of Tender: .....	38
37. INTEGRITY PACT.....	38
38. Compliance of Local Content as per Make in India Policy: .....	38
<b>Annexure – 1</b> .....	39
<b>Annexure – 2</b> .....	41
<b>Annexure – 3</b> .....	43
<b>Annexure – 4</b> .....	45
<b>Annexure – 5</b> .....	47
<b>Annexure – 6A</b> .....	48
<b>Annexure 6</b> .....	49
<b>Annexure – 7</b> .....	50
<b>Annexure - 9</b> .....	53
<b>Annexure-10</b> .....	55
<b>Annexure 11</b> .....	56

<b>Annexure - 12</b> .....	57
<b>Annexure-13</b> .....	59
<b>Annexure 14</b> .....	60
<b>Annexure-15</b> .....	62
<b>Annexure 16</b> .....	71
<b>Annexure-17</b> .....	72
<b>Annexure-A</b> .....	75
<b>Annexure - B</b> .....	78
<b>Annexure - C</b> .....	80
<b>Annexure – D</b> .....	84
<b>iii) GENERAL CONDITIONS OF CONTRACT .....</b>	<b>88</b>
1. Delivery .....	88
2. Cancellation .....	88
3. Redelivery .....	88
4. Area of Operations .....	88
5. In and Out Survey Not applicable .....	88
6. Inspection .....	88
7. Maintenance and Operations: .....	89
8. Mobilisation, Charter Hire and Demobilisation .....	91
9. Liabilities and Indemnities: .....	93
10. Oil Pollution: .....	94
11. Insurance: .....	94
12. Non-lien Assignment: .....	94
13. Assignment and Sub-charterer .....	95
14. Substitute Vessel .....	95
15. General Average Clause .....	95
16. Both-To-Blame Collision Clause Not used .....	95
17. Taxes .....	95
18. Off Hire .....	95

19.	Under performance.....	96
20.	Salvage Wreck / Removal.....	96
21.	Sunken Equipment: .....	96
22.	Health and Safety.....	97
23.	Force majeure.....	97
24.	Confidentiality .....	97
25.	Law and Arbitration: .....	98
26.	Entire Agreement: .....	98
27.	Severability Clause:.....	99
28.	Demise:.....	99
<b>iv)</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>101</b>
1.	<b>PROJECT AND SITE INFORMATION .....</b>	<b>101</b>
2.	<b>PROJECT BACKGROUND .....</b>	<b>101</b>
3.	<b>SITE INFORMATION .....</b>	<b>101</b>
4.	<b>Water Currents.....</b>	<b>102</b>
5.	<b>Sediments .....</b>	<b>102</b>
6.	<b>Scope of work and payments .....</b>	<b>102</b>
7.	<b>Acceptance (deleted).....</b>	<b>103</b>
8.	<b>Break down of Positioning System.....</b>	<b>103</b>
9.	<b>Lighting and marking of channel .....</b>	<b>103</b>
10.	<b>Monitoring of the Dredging Process .....</b>	<b>104</b>
11.	<b>Daily Dredging Reports .....</b>	<b>104</b>
12.	<b>Disposal of dredged material .....</b>	<b>104</b>
13.	<b>Cost of Samples .....</b>	<b>104</b>
14.	<b>Departmental supervision.....</b>	<b>104</b>
15.	<b>Working time.....</b>	<b>105</b>
16.	<b>Access to Works, Plants etc. ....</b>	<b>105</b>
17.	<b>Inspection.....</b>	<b>105</b>
18.	<b>Disposal Tolerances .....</b>	<b>105</b>

19.	Plant and Equipment.....	105
20.	Navigation.....	105
21.	Traffic.....	106
22.	Contractor's Responsibility for equipment.....	107
vi)	<b>SPECIAL CONDITIONS OF CONTRACT (SCC).....</b>	<b>109</b>
vii)	<b>ADDITIONAL CONDITIONS.....</b>	<b>116</b>
1.	Details to be Confidential.....	116
2.	Drawings and Photographs of the Work.....	116
3.	Life Saving Appliance and First Aid Equipments.....	116
4.	Contractor's Temporary Moorings.....	116
5.	Port Authority Rules.....	116
6.	Contractor's Temporary Works, Office etc.....	117
7.	Submission of Reports Returns etc.....	117
8.	Other Facilities – Survey Launch, Routine Boat etc.....	117
9.	Departmental Tools & Plants.....	117
10.	Access to Data.....	117
11.	Language Ability of Contractor's Representative.....	118
12.	Language Ability of Superintending Staff.....	118
13.	Sunken Equipment.....	118
14.	Labour Laws and Regulations.....	118
15.	Fair wages, Records, Inspection.....	119
16.	Reporting of Accidents.....	119
17.	Observance by Sub-Contractors.....	119
18.	Port Entry Permission.....	120
19.	Site – Protected Area.....	120
20.	Progress Report.....	120
21.	Vesting.....	120
22.	Re-vesting and Removal.....	121
23.	Contractor to obtain information.....	121
24.	Import of Plant and Equipment.....	121

<b>25. Submission of List of Plant and Equipment.....</b>	<b>121</b>
<b>26. Licences for operating Indian/ Foreign Dredger .....</b>	<b>121</b>
<b>27. Re-export of Imported Plant, Equipment, Ancillaries, Spares etc.</b>	<b>122</b>
<b>28. Berthing facilities for Maintenance/Repairs .....</b>	<b>122</b>
<b>29. Hot work.....</b>	<b>122</b>
<b>30. Pilotage.....</b>	<b>123</b>
<b>31. Damage to the dredger : .....</b>	<b>123</b>



NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
NIT No: CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025  
**TENDER ID: 2025\_NMPT\_849671\_1**  
(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26".

Estimated Amount put to Tender	Rs. 4,68,16,000/-
Earnest Money Deposit (EMD)	Rs.11,04,900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only) EMD shall be in the form Bank Guaranty or paid by RTGS in favour of F.A. & C.A.O., NMPA.
Cost of Tender (Tender fee)	Rs.1680/- (Rupees One Thousand Six Hundred Eighty Only including GST @12%)
Document download start date and time	18-02-2025 at 12.00 HRS
Last Date for Receiving Queries	25-02-2025 at 15.00 HRS
Pre-Bid Conference Time and venue	No pre-bid meeting
Bid submission start date and time	04-03-2025 at 12.00 HRS
Bid submission closing date and time	11-03-2025 at 15.00 HRS
Date & time of opening of Cover - I : Technical Cover - II : Financial	12-03-2025 at 15.30 HRS Shall be communicated separately.
Completion period	14 (Fourteen ) Days during July / August 2025 including 2 days of non-operational days (if any)
Validity of Tender	90 days from the closing date of online submission of e-tender.

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

-sd-

Executive Engineer (Civil)

## NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**TENDER ID: 2025\_NMPT\_849671\_1****SECTION I**

## i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26"

**The scope of work**

Maintenance Dredging during Monsoon (July/August) Dredging on Day Rate Basis by deploying Trailer Suction Hopper Dredger of hopper capacity not less than 6000 Cum and ensuring dredger carries out a minimum of 67000 Cum of sediments comprising of silt/sand/clay per day calculated as per the formula given below in Zone III of Outer Approach channel and adjoining part of lagoon, Zone-IV including the area as directed by Engineer – in Charge in all types of soil from the existing levels up to the depth desired by the port at the time of dredging the area, up to minimum 5 mts. away from Fender Face of the berth(s), including Fuel escalation, Mobilisation & De-mobilisation charges for TSHD including Survey launch, routine boat and hire charges of all plant & equipment, cost of labour, materials and consumables etc., and transporting and dumping the dredged material in the designated dumping ground, at a distance about 7.00 K.M towards North-west direction from the intersection point of (-) 15.40 mtrs. contour in the Centre line of the Outer Approach Channel.

**Minimum Eligibility Criteria:**

- i. The Average annual turnover during the last three financial years viz., 2021-22, 2022-23 and 2023-24 shall be at least **Rs. 1.41** Crore.
- ii. Bidder shall have experience of having successfully or substantially completed similar types of works for carrying out capital dredging / maintenance dredging by deploying TSHD for Govt. Organizations / Ports, during last 7 (seven) years, ending last day of month previous to the one in which applications are invited shall be either of the following:-
  - a) Three completed works each costing not less than Rs. 1.88 Crore (excluding GST).

or

b) Two completed works each costing not less than Rs. 2.35 Crore (excluding GST)..

or

c) One completed work costing not less than Rs. 3.75 Crore (excluding GST)..

- iii. The bidder shall possess by Absolute Ownership / Disponent Ownership/ charter of the Trailer Suction Hopper Dredger (TSHD) with hopper capacity 6000 CuM and above.
- iv. In case of chartering the dredger, an “Irrevocable letter of Authority” from the owner will have to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.
- v. The bidder should be owning / confirmed charter agreement for possessing Trailer Suction Hopper Dredger (TSHD)(s) with a hopper capacity not less than 6,000 Cum. Documentary evidence of ownership/ confirm charter agreement for possessing of TSHD(s) with hopper capacity of 6,000 Cum or above shall be furnished along with a detailed list of floating crafts, Survey launch, suitable dredger to dredge at Berth face and other equipment, instruments, etc.
- vi. Certificate of Registry for the dredger and other accessories including equipment for berth face dredging proposed for deployment of work.
- vii. All vessels/ equipment proposed to be deployed by the bidder should conform to DG Shipping standards and in possession of all valid certificate/ statutory documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger’s stay at New Mangalore Port. Class Certificate, load line certificate, license, registration, etc. Vessel certificate shall be verified from time to time as per Port Entry regulation.
- viii. The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at New Mangalore Port.
- ix. The efficiency suction hopper dredger, Trailing Suction Hopper Dredgers (TSHDS).
  - a. It should be fitted with twin screw with bow thrusters
  - b. The load and draft indicator, to be inspected and certified by classification Society being a member of IACS. The certificate issue date should be within a years’ period of the certificate to be renewed annually.
- x. The dredger shall possess all valid vessel related certificate / documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger’s stay at NMPA. Vessel certificate shall be verified from time to time as per Port Entry regulations 2012.
- xi. The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at New Mangalore Port

- Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs 4,68,16,000/-
ii)	Earnest Money Deposit (EMD)	Rs. 11,04,900/-(Rupees Eleven Lakh Four Thousand Nine Hundred Only) EMD shall be in the form Bank Guaranty or paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs.1,680/- (Rupees One Thousand Six Hundred Eighty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender fee to Microand small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iv)	Document download start date and time	18-02-2025 at 15.00 HRS
v)	Seek clarification end date and time	25-02-2025 at 15.00 HRS
vi)	Pre-Bid Conference Time and venue	25-02-2025 at 15:00 hrs at New Mangalore Port Authority, Panambur, Mangalore-575 010.
vii)	Bid submission start date and time	04-03-2025 at 12.00 HRS
viii)	Bid submission closing date	11-03-2025 at 15.00 HRS

	and time	
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	12-03-2025 at 15.30 HRS Shall be communicated separately.
x)	Completion period	14 (Fourteen ) Days during July / August 2025 including 2 days of non-operational days (if any)
xi)	Validity of Tender	90 days from the date of closing of online submission of e-tender.

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

NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: chiefengineer@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-

Executive Engineer (Civil)

NEW MANGALORE PORT AUTHORITY  
PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**TENDER ID: 2025\_NMPT\_849671\_1**

ii) INSTRUCTIONS TO TENDERERS

**1. Instructions for E-Tendering**

1. Special instructions to the bidders for the e-submission of the bids online through this e-procurement portal

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

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should

take into account of the corrigendum published before submitting the bids online on the portal or on [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. Bidder should arrange for the EMD and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the specified date and time.
10. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act

as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

## **2. Cover Details**

Tender document, including quoted bid price have to be submitted online only through <https://www.eprocure.gov.in/eprocure/app> before deadline for online submission of bid.

The Tender shall be submitted in two covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid: The following details pertaining to Techno Commercial Bid shall be uploaded online.

Techno Commercial bid: Shall contain all the documents. Technical bid should not contain Price Bid. “Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.



- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.
- b) RTGS payment details or Bank Guarantee for Earnest Money Deposit for Rs. 1104900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only) as per (vide Annexure A). Original Bank Guarantee to be submitted by post or by hand so as to reach the Executive Engineer (Civil) within 7 days after the closing date for submission of online e-tender). NEFT details towards the Tender fee for Rs1680/- (Rupees One Thousand Six Hundred Eighty Only including GST at 12%)
- c) Specimen for form of bid (Annexure – 1)
- d) Power of Attorney (in original) in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2 ) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender).
- e) Organization Details (vide Annexure 3)
- f) Details of “Minimum eligibility criteria” as per Clause 12 of “Instruction to Tenderers and certificates (work order along with Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted;
  - i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for “Minimum eligibility”.
  - ii. A separate sheet should be filled for each of the eligible assignments.
  - iii. The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
  - iv. The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years ( 2021-22, 2022-23 and 2023-24) (vide Annexure-5).

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder.

The remaining net financial turnover of the bidder will be considered for eligibility criteria. Concurrent commitments of the bidder shall be separately given with the details indicated as Annexure 6 to the bid.

- h) A description of the facilities in sufficient detail and clarify to enable the EMPLOYER to make an evaluation and comparison of the Bid.
  - (i) List of major marine equipment proposed to be deployed for this work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipment if any etc. trade name, year built Registration particulars etc.
  - (ii) Description of Bidder's work experience in the past on projects of similar nature with the details given in Table 1 (1) enclosed as Annexure 3 to the bid. This will include design, planning and large dredging works in the last seven years. Concurrent commitments of the bidder shall be separately given with the details indicated at Table 1 (2) enclosed as Annexure 3 to the bid.
- i) Bidder shall furnish a list of the supervisory personnel he intends to deploy with their Bio-data and proposed methodology for execution of the work i.e., design, planning, dredging with disposal of spoil, quantity surveying instruments and its accuracy and progress of work etc. so as to ensure maintenance of dredged levels till defect liability period of taking over of the work as applicable at respective locations as stipulated in the specification attached to this Bid Document.
- j) If necessary, the Contractor should mobilize additional resources like dredgers, equipment etc. at his own cost for proper completion of work. Keeping the above in view and since time is the essence of contract, the Bidder shall indicate how he would execute the work within the time specified by submitting a description of equipment and work method to be employed and the limiting weather condition of the proposed equipment. The Bidder shall also include a description of all procedures of any special technique to be employed on setting up the Works.
- k) An overall project schedule, including, deployment, using critical path method shall be furnished along with the bid. The Bidder shall indicate the project key-dates for all activities.
- l) A declaration to the effect that (vide Annexure -8):-
  - i) All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion

- of the respective work.
- ii) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
  - iii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  - iv) We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the 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 execute indemnity bond in the prescribed format as per **Annexure - 12**
  - v) We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work
  - vi) We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor

after verification of the validity and if admissible as per rules

vii) \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.

m) The bidder shall execute and upload Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **ANNEXURE-15**. The Original Integrity Pact Agreement to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender)

Cover – II - PRICE BID (Bill of Quantities)

Price should be uploaded in e- portal only (website <https://www.eprocure.gov.in/eprocure/app> of CPP portal.) Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

### 3. Opening of bids

- A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

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

### 4. Evaluation process:

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.

- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers
- m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time
- n. The cost of stamping Agreement must be borne by the successful Tenderer
- o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

## **2. Instructions To Tenderers (General)**

### **1. Introduction:**

The New Mangalore Port Authority intends to carryout Maintenance Dredging during Monsoon (July/August) Dredging on Day Rate Basis by deploying Trailer Suction Hopper Dredger of hopper capacity not less than 6000 Cum and ensuring dredger carries out a minimum of 67000 Cum of sediments comprising of silt/sand/clay per day calculated as per the formula given below in Zone III of Outer Approach channel and adjoining part of lagoon, Zone-IV

including Old Dock Arm in all types of soil from the existing levels up to the depth desired by the port at the time of dredging the area, up to minimum 5 mts. away from Fender Face of the berth(s), including Fuel escalation, Mobilisation & De-mobilisation charges for TSHD including Survey launch, routine boat and hire charges of all plant & equipment, cost of labour, materials and consumables etc., and transporting and dumping the dredged material in the designated dumping ground, at a distance about 7.00 K.M towards North-west direction from the intersection point of (-) 15.40 mtrs. contour in the Centre line of the Outer Approach Channel.

**2. Applicants:**

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

**3. Invitation for Bids:**

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

**4. Purchase of Tender Documents:**

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

**5. One Bid per Bidder:**

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

**6. Cost of Bidding:**

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

**7. Site visit:**

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

**8. Content of Bidding Documents:**

Tender Document will consist of:

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Volume I	i. Notice Inviting Tenders
	ii. Instructions to Tenderers
	iii. Annexure (1 to 17 & A to D)

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	iv. General Conditions of Contract
	v. Technical Specifications
	vi. Special Conditions of contract
	vii. Additional Conditions of Contract
	viii. Appendix
	ix. Drawings
Volume II	i. Bill of Quantities
	ii. Form of Tender

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

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

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

#### **10. Amendment of Bidding Documents:**

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

#### **11. Preparation of bids:**

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

#### **12. Minimum Eligibility Criteria:**

- i. The Average annual turnover during the last three financial years viz., 2021-22, 2022-23 and 2023-24 shall be at least **Rs. 1.41** Crore.
- ii. Bidder shall have experience of having successfully or substantially completed similar

types of works for carrying out capital dredging / maintenance dredging by deploying TSHD for Govt. Organizations / Ports, during last 7 (seven) years, ending last day of month previous to the one in which applications are invited shall be either of the following:-

a) Three completed works each costing not less than Rs. 1.88 Crore (excluding GST).

or

b) Two completed works each costing not less than Rs. 2.35 Crore (excluding GST)..

or

c) One completed work costing not less than Rs. 3.75 Crore (excluding GST)..

- iii. The bidder shall possess by Absolute Ownership / Disponent Ownership / charter of the Trailer Suction Hopper Dredger (TSHD) with hopper capacity 6000 CuM and above.
- iv. In case of chartering the dredger, an "Irrevocable letter of Authority" from the owner will have to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.
- v. The bidder should be owning / confirmed charter agreement for possessing Trailer Suction Hopper Dredger (TSHD) (s) with a hopper capacity not less than 6,000 Cum. Documentary evidence of ownership/ confirm charter agreement for possessing of TSHD(s) with hopper capacity of 6,000 Cum or above shall be furnished along with a detailed list of floating crafts, and other equipment, instruments, etc.
- vi. Certificate of Registry for the dredger and other accessories proposed for deployment of work.
- vii. All vessels/ equipment proposed to be deployed by the bidder should conform to DG Shipping standards and in possession of all valid certificate/ statutory documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at New Mangalore Port. Class Certificate, load line certificate, license, registration, etc. Vessel certificate shall be verified from time to time as per Port Entry regulation.
- viii. The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at New Mangalore Port.
- ix. The efficiency suction hopper dredger, Trailing Suction Hopper Dredgers (TSHDS).
  - c. It should be fitted with twin screw with bow thrusters
  - d. The load and draft indicator, to be inspected and certified by classification Society being a member of IACS. The certificate issue date should be within a years' period of the certificate to be renewed annually.
- x. The dredger shall possess all valid vessel related certificate / documents, insurance



coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at NMPA. Vessel certificate shall be verified from time to time as per Port Entry regulations 2012.

**Note:-**

- Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the date of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Work completion certificate issued by a private organization shall be considered, only if Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed along with the tender. In case work executed on subcontract, only approved or authorized subcontract shall be considered for eligible assignment.
- A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years duly indicating UDIN shall be submitted.
- Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.
- The value of executed works shall be brought to current costing level by enhancing the actual value of the work upon completion by using the following enhancement factors. For intermediate periods, the actual number of years will be calculated based on number of days and the enhancement / multiplying factor will be interpolated accordingly and the same will be considered for evaluation.

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

- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - made misleading or false representations in the forms, statements, affidavits and

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

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

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

The Bidders shall note that the Form of Tender annexed in Volume-I is for their information. The amount tendered for shall not repeat and not to be indicated in this form in Volume - I submission.

The offer shall include planning, mobilization and demobilization of Trailer suction Dredgers/ Suitable machinery for removing the siltation in front berth including all items/materials, labour, tools, fabrication, transportation, insurance, taxes, duties, consumables, overhead, profit etc. necessary for execution of dredging as described in the Bid Document except GST.

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

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

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

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

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee

**16. Bid Security / EMD:**

The EMD shall be paid by RTGS or in the form of ir-recoverable Bank in the Format at Annexure-A. The BG shall be valid for 30 days beyond the validity of the bid. (The validity of the bid is 90 days from the Bid submission Due date).

If the EMD is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA and cashable at Mangalore.

The bidder shall furnish the BG by the issuing bank directly to the Port through SFMS mode with ICICI Bank IFSC Code ICIC0000014. This will not bear any interest. Bank Guarantee, obtained from the Nationalized bank / Scheduled bank in the format prescribed shall be in compliance with for a digital confirmation for the Bank guarantee and the BG not complying with this shall not be considered.

The Bank Guarantee submitted towards EMD shall be verified by the port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The EMD may also be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore NMPA Bank Details.

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

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

The Techno Commercial Bid shall be accompanied by the RTGS deposit details or Scanned copy of Bank Guarantee towards Earnest Money Deposit Rs. 1104900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only) as stipulated in the tender. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer. The Bid Security / EMD of unsuccessful bidder will be discharged within one month of finalization of bid. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security. Bid Security / EMD

will be forfeited in the following cases:

- (a) If a Bidder withdraws his Tender during the period of Bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to clause 27.
- (c) In case of a successful Bidder fails
  - i. to commence the work, apart forfeiture of other claims
  - ii. within the specified time limit to sign the Agreement or furnish the required Performance Security
  - iii. In the event of forfeiting the Bid security / EMD, GST at applicable rates shall be collected from the Party.

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

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

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

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

**19. Bid Submission:**

Tender document, including quoted bid price have to be submitted online only through e-portal before deadline for online submission of bid.

The Tender shall be submitted in covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid :The following details pertaining to Techno Commercial Bid shall be uploaded online.

**Techno Commercial bid:** Shall contain all the documents as per Annexures excluding price bid. “Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.
- b) RTGS payment details or Bank Guarantee for Earnest Money Deposit for Rs. 1104900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only) as per (vide Annexure A). Original Bank Guarantee to be submitted by post or by hand so as to reach the Executive Engineer (Civil) within 7 days after the closing date for submission of online e-tender). NEFT details towards the Tender fee for Rs1680 /- (Rupees One Thousand Six Hundred

Eighty Only including GST at 12%)

- c) Specimen form of bid submission (Annexure – 1)
- d) Power of Attorney (in original) in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2 ) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender).
- e) Organization Details (vide Annexure 3)
- f) Details of “Minimum eligibility criteria” as per Clause 12 of “Instruction to Tenderers and certificates (work order along with Client Certificates / work” completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted;
  - i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for “Minimum eligibility”.
  - ii. A separate sheet should be filled for each of the eligible assignments.
  - iii. The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
  - iv. The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years (2021-22, 2022-23 and 2023-24) (vide Annexure-5).
- h) A description of the facilities in sufficient detail and clarify to enable the EMPLOYER to make an evaluation and comparison of the Bid.
  - (i) List of major marine equipment proposed to be deployed for this work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipment if any etc. trade name, year built Registration particulars etc.
  - (ii) Description of Bidder’s work experience in the past on projects of similar nature with the details given in Table 1 (1) enclosed as Annexure D to the bid. This will include Design, planning and large dredging works in the last seven years. Concurrent commitments of the bidder shall be separately given with the details indicated at Table 1 (2) enclosed as Annexure D to the bid.

- i) Bidder shall furnish a list of the supervisory personnel he intends to deploy with their Bio-data and proposed methodology for execution of the work i.e., design, planning, dredging with disposal of spoil, quantity surveying instruments and its accuracy and progress of work etc. so as to ensure maintenance of dredged levels till defect liability period of taking over or the work as applicable at respective locations as stipulated in the specification attached to this Bid Document.
- j) If necessary, the Contractor should mobilize additional resources like dredgers, equipment etc. at his own cost for proper completion of work. Keeping the above in view and since time is the essence of contract, the Bidder shall indicate how he would execute the work within the time specified by submitting a description of equipment and work method to be employed and the limiting weather condition of the proposed equipment. The Bidder shall also include a description of all procedures of any special technique to be employed on setting up the Works.
- k) An overall project schedule, including, deployment, using critical path method shall be furnished along with the bid. The Bidder shall indicate the project key-dates for all activities.
- l) A declaration to the effect that (vide Annexure -8):-
  - i. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
  - ii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
  - iii. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  - iv. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called

upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 12**

- v. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work
- vi. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- vii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
- m) The bidder shall execute and upload Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **Annexure-15**. The Original Integrity Pact Agreement to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender)

**PRICE BID:** shall contain only the Price.

LAST DATE FOR SUBMISSION OF ONLINE TENDER: is as per the date mentioned in the NIT

NMPA may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.

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

The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through e-portal.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

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

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

**21. Late Bids:**

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

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

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

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



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

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

In the first instance the Techno Commercial Bid containing the RTGS payment or Bank Guarantee details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation.

If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed accordingly. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

**24. Bid Opening – Price Bid:**

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time. If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years

**25. Clarification of Bids:**

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

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

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

Employer reserves the right to reject any Bid, if the Bidder does not provide the clarification sought for by the Employer, within the time specified by the Employer, for proper evaluation of the Bid.

The employer may proceed to evaluate the bid by construing the particulars requiring

clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the employer.

**26. Examination of Bids and Determination of Responsiveness:**

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

- a. has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour in the prescribed form as per Annexure 2. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause; In case, the proprietor or authorized director or authorized partner himself / herself signs the bid document, Power of Attorney will not be required to be submitted and instead, a self-declaration of the proprietor / document authorizing the signatory is required to be submitted.
- b. meets the eligibility criteria as defined in Clause 12.
- c. is accompanied by the requisite Bid security and;
- d. is responsive to the requirements of the Bidding documents.

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

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

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

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

**27. Correction of Errors:**

Not applicable

**28. Evaluation and Comparison of Bids:**

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

- a) Making any correction for errors pursuant to Clause 27 (not applicable)
- b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

**29. Alteration of tender documents:**

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

**30. Alternative conditions and Proposal:**

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

**31. Award of Contract:**

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

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

**32. Notification of Award:**

1. The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
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 provisions of Clause 34.
3. The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 28 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The contractor shall make 20 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement. No work shall be commenced before signing of contract.

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

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

**34. Performance Security:**

1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security paid by RTGS or in the form of Bank Guarantee for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.
2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank payable at Mangalore branch and acceptable by NMPA and encashable at Mangalore, and having a net worth of at least Rs. 1000 crores (Rupees thousand crores). The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as **Annexure-B**. The fact of encashment at Mangalore shall also be included in the BG.
3. The Contractors are shall furnish the BG by the issuing bank directly to the Port through SFMS mode with ICICI Bank IFSC Code ICIC0000014. This will not bear any interest. Bank Guarantee, obtained from the Nationalized bank / Scheduled bank in the format prescribed shall be in compliance with for a digital confirmation for the Bank guarantee and the BG not complying with this shall not be considered

**35. Fraud and Corrupt Practices:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from

the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- a) "corrupt practice" means
  - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
  - ii. engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- a) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- b) "undesirable practice" means
  - i. establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - ii. having a Conflict of Interest; and
- c) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**36. Rejection of Tender:**

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

**37. INTEGRITY PACT**

The bidder shall execute Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **ANNEXURE-D**.

The following Independent External Monitor (IEM) is nominated

Dr. Subhash Chandra Khuntia, IAS (Retd.) 16-C, MCHS Colony, HSR Layout (sector – 6) Bangalore – 560 102 Mob. 9868247979 Email: skhuntia@hotmail.com	Ms. Sunita Puri, IRS (Retd.) H No. 2095, Sector C, Chandigarh – 560 102 M Mo. 9872099717 Email: <a href="mailto:sunita.puri15@gmail.com">sunita.puri15@gmail.com</a>
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**38. Compliance of Local Content as per Make in India Policy:**

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

**SPECIMEN FOR FORM OF BID***(To be executed on bidder's letter head)*

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alteration to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title]*

To

The Chief Engineer (Civil),  
New Mangalore Port Authority,  
Administration Building,  
Panambur, Mangalore – 575 010  
Karnataka State  
Sir,

Sub: The work of “Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26”

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes]*;
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.}*;
- (c) Our tender shall be valid for the period of time specified in **IT - Clause 15** from the date fixed for the Tender submission deadline in accordance with **IT- Clause 20** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **IT – Clause 15** .
- (d) If our tender is accepted, we commit to submit a performance guarantee in accordance with **IT - Clause 34** for the due performance of the Contract, as specified in specimen form for the purpose;

- (e) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and Contractor]*;
- (f) We have no conflict of interest in accordance with **tender clause**
- (g) Our firm, its affiliates or subsidiaries has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause.12**
- (h) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **IT Clause 32** and as per specimen form the purpose;
- (i) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (j) We also make a specific note clauses of ***[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]*** under which the Contract is governed.
- (k) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No. and mail-Id and also the Complete Postal Address of the Firm.
- (l) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

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

In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**ON STAMP PAPER of Rs 100/-**

**NEW MANGALORE PORT AUTHORITY**

**“Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**

**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 ME 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 Maintenance Dredging at New Mangalore Port for the years 2020-21 to 2022-23
- 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)

**NEW MANGALORE PORT AUTHORITY**  
**Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**  
**ORGANIZATION DETAILS**

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

**1. Only for Individual Bidders**

1.1 Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- Power of attorney of signatory of Bid (Attach)

**2. Turnover of the Firm/ JV**

Year	Turn over
<b>[INSERT THE YEARS AS PER PQC,  i.e. LAST THREE FINANCIAL YEARS ENDING 31<sup>ST</sup> MARCH OF THE PREVIOUS YEAR]</b>	

Attachments: Financial reports for the last **three** years: balance sheets, profit and loss statements, auditor's reports (in case of companies/ corporation) etc. List them below and attach copies.

**3. Similar Works**

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years			

Attachments: Supporting documents, viz., Successful completion certificates from clients, other

documentations to substantiate the similarity of work as per definition of “Similar Work”. Employers reserve the right to verify the information;

4. The following Contractor’s Equipment are essential for carrying out the works. The Bidder should list all the information requested below. **[Dredging Works]**

Item of equipment	Requirement No. Capacity	Owned/leased/ to be procured	Nos./ Capacity	Age/ Condition	Remarks (From whom to be purchased)

5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. **[Only for Civil]**

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project Manager				
Discipline Specialist etc.				

6. Proposed sub-contracts and firms involved

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

7. Information on litigation history in which the Bidder is involved.

Other party(ies)	Port	Cause of dispute	Amount	Remarks involved showing present status

8. Additional Information Bidder may like to submit

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**NEW MANGALORE PORT AUTHORITY****Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**

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

**ELIGIBLE ASSIGNMENT DETAILS FOR MEC**

Assignment Number:

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

Signature

(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Sl. No 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

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

Instructions:

Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".

A separate sheet should be filled for each of the eligible assignments.

The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

**NEW MANGALORE PORT AUTHORITY****Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26****FINANCIAL CAPABILITY**

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

<b>Net Worth</b>	<b>Turnover</b>			
<b>Year 1</b>	<b>Year 3</b>	<b>Year 2</b>	<b>Year 1</b>	<b>Average</b>
<b>2023-24</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	

**Instructions:**

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for).

Year 1 will be the Financial Year 2023-24. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.

The Bidder shall provide audited Annual Reports as required under this Bid Document.

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

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

<b>Source of Credit line</b>	<b>Amount</b>

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

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

**Certified by C.A**

Signature  
(Authorised Signatory)

**NEW MANGALORE PORT AUTHORITY**  
**Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**  
**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

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

Signature  
(Authorised Signatory)



**NEW MANGALORE PORT AUTHORITY**  
**“Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

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

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

**Contractor**

**NEW MANGALORE PORT AUTHORITY**

**Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26  
PLANT AND EQUIPMENT PROPOSED FOR THE WORK**

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

<b>Description of equipment</b>	<b>Requirement No. / Capacity</b>	<b>Owned / leased / to be procured</b>	<b>Nos / Capacity</b>	<b>Age / Condition</b>	<b>Remarks (From whom to be purchased)</b>	<b>At what Stage of contact period the Equipment will be available</b>

Note: The equipment indicated in the above statement will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column

Signature  
(Authorised Signatory)

**NEW MANGALORE PORT AUTHORITY****Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26****DECLARATION**

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

- i. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
- ii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- iii. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- iv. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per Annexure - 13
- v. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations

finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- vi. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- vii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

\* Note: Delete whichever is not applicable.

Signature  
(Authorised Signatory)

To  
 The Chief Engineer (Civil),  
 New Mangalore Port Authority,  
 A.O. Bldg., Panambur,  
 Mangalore, Karnataka – 575 010.

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ for the *Name of Work* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *Name of Bank* having our registered office at *Address of the Bank* (hereinafter called “the Bank”) are bound unto New Mangalore Port Authority (hereinafter called “the Employer”) in the sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

or

c. does not accept the correction of the Bid Price pursuant to Clause 27;

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

This Guarantee will remain in force up to and including the date \_\_\_\_\_ i.e., 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. And the guarantee shall be en-cashable at Mangalore.

IN WITNESS WHEREOF this guarantee has been duly executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notwithstanding anything contained hereinabove,

- (a) Our liability under this Bank Guarantee shall not exceed ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
- (b) This Bank Guarantee shall be valid upto \_\_\_\_\_.
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

Dated

For *Name of the Bank*

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

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature of the Party

**Annexure 11****FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No. (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 beneficiary	Telephone:
		Mobile :
		Fax :
8	Photostat copy of a Cheque	

Signature of the party with seal

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

Signature of the HOD/HOO with seal



**Indemnity Bond**

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)

This deed of indemnity is executed by ..... herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port Authority, Panambur, Mangalore 575010, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herein a Tender/Contract or for ..... on terms and conditions set out interalia in the work order No..... valued at Rs.....

AND Whereas, the clauses No..... of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub contractor during the period of tender/contract.

AND Whereas, the Indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The Indemnifier shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Muncipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier

shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The Indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against Indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the Indemnifier after verification of the validity and if admissible as per rules.

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the Indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents / accidents, which may lead to fatality including death, permanent/ partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen's/ staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Format for Self Certification under Preference to “MAKE IN  
INDIA” Policy

(Refer Clause No. 38 of ITT)

**CERTIFICATE**

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

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

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-----

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

Signature of the Bidder

Date :

Place :

**BID SECURITY DECLARATION FORM**

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

NIT No: CIVIL/CE(C)/EE(C)/ 65/2024-25 dtd. 18-02-2025 TENDER ID: 2025\_NMPT\_849671\_1

Name of Work : **Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26**

To:

The Executive Engineer (Civil)

New Mangalore Port Authority,

NMPA, Panambur – 575 010

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

Signature of the Bidder  
Corporate seal [where appropriate]

TO SPECIAL CONDITIONS OF CONTRACT  
PRE CONTRACT INTEGRITY PACT AGREEMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the BOARD MEMBERS OF of New Mangalore Port Authority acting through \_\_\_\_\_, Chief Engineer (Civil), (Name & Designation of the Officer) New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26 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'.

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

#### 4. Previous Transgression

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

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

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

5.1 While submitting commercial bid, the BIDDER shall deposit an amount 1104900/- (Rupees Eleven Lakh Four Thousand Nine Hundred Only) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

5.2 Paid by RTGS in favour of FA&CAO, NMPA

5.3 The EMD is exempted on submission of Bid Security Declaration in the prescribed format as per Annexure 13 of this tender document.

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

5.4 The Earnest Money/Security Deposit shall be valid upto a period of 148 days 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.

5.5 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.

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

## 6. Sanctions for Violations

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

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

- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## 7. Fall Clause

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:

Shri Prem Chand Pankaj, Ex CMD, NEEPCO,

M 402, Pioneer Park, Sector 61, Golf Course,

Extn., Road, Gurgaon

Mob No. 9717433886

E-mail ID : prempankaj@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 \_\_\_\_\_

BUYER/EMPLOYER

BIDDER

Name of the Officer  
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

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

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

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

**Address of IEMs**

Dr. Subhash Chandra Khuntia, IAS (Retd.) 16-C, MCHS Colony, HSR Layout (sector – 6) Bangalore – 560 102 Mob. 9868247979 Email: skhuntia@hotmail.com	Ms. Sunita Puri, IRS (Retd.) H No. 2095, Sector C, Chandigarh – 560 102 M Mo. 9872099717 Email: <a href="mailto:sunita.puri15@gmail.com">sunita.puri15@gmail.com</a>
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TECHNICAL SPECIFICATIONS OF CHARTER DREDGER(S)

<u>1</u>	NAME OF DREDGER	
<u>2</u>	OWNER'S NAME	
<u>3</u>	TYPE	
<u>4</u>	BUILDER	
<u>5</u>	YEAR OF BUILT	
<u>6</u>	LENGTH OVERALL	
<u>7</u>	BREADTH MOULDED	
<u>8</u>	DEPTH MOULDED	
<u>9</u>	MAXIMUM DRAFT AT SUMMER LOAD LINE	
<u>10</u>	DEAD WEIGHT "ALL TOLD" AT 7.50 MTRS DRAUGHT	
<u>11</u>	MAXIMUM DREDGING DRAFT	
<u>12</u>	HOPPER CAPACITY	
<u>13</u>	MAXIMUM DREDGING DEPTH	
<u>14</u>	SPEED	
<u>15</u>	NO. OF DREDGE PIPES	
<u>16</u>	TYPE OF DRAG HEADS	
<u>17</u>	SUCTION PIPE DIA	
<u>18</u>	MODE OF DUMPING	
<u>19</u>	MAIN ENGINES	
<u>20</u>	PROPULSION	
<u>21</u>	DREDGE PUMPS (TWO NOS.)	
<u>22</u>	BOW THRUSTERS	
<u>23</u>	JET PUMPS	
<u>24</u>	AC MAIN GENERATORS	
<u>25</u>	SUCTION PIPE DEPTH AND POSITION INDICATOR	
<u>26</u>	DRAFT AND LOAD INDICATOR	
<u>27</u>	ECHO SOUNDER	
<u>28</u>	PRODUCTION CALCULATOR WITH VIDEO DISPLAY UNIT	
<u>29</u>	POSITION FIXING SYSTEM AND TRACK RECORDER	
<u>30</u>	CALL SIGN & IMO No.	
<u>31</u>	ACCOMMODATION	

**Annexure-17**

PROFORMA OF CHARTER HIRE AGREEMENT FOR THE OPTION OF FUEL,  
LUBES & FRESHWATER ON OWNER'S ACCOUNT

1	This contract is entered into By and between		Date:
2	Owner(hereafter called Owner)	2	
3	Charterer	3	New Mangalore Port Authority, Panambur, Mangalore
	Particulars of Vessel		
4	Vessel	4	Name:
			Class:
			Call Sign:
			Flag:
5	Insurance	5	No additional Insurance is applicable except Protection & Indemnity cover and Hull & Machinery cover, Wreck removal, War risk, Oil pollution, etc. in line with Insurance Clause(Clause 11 of GCC)
	Particulars of Agreement		
6	Daily / Charter Hire	6	a) Day Hire Rate: Rs. _____(Rupees _____only) per day of 24 hours working or pro-rata (excluding GST & other applicable taxes, if any) and including cost of bunkers (operational & non- operational fuel), Lubes and fresh water.). Cost of fuel, lubes, spares, wear & tear and fresh water is on Owner's account, subject to compliance of daily guaranteed production as quoted in BOQ A & B, Sl. No. 1(a). If minimum daily production is not achieved, hire charges will be paid on pro-rata



			<p>basis.</p> <p>b) Day Hire Rate: Rs. _____ (Rupees _____ only) per day of 24 hours non-working or pro-rata</p> <p>c) Currency: Indian Rupees Taxes: GST Payable extra as applicable Charter hire will start from the date and time of tube down of TSHD and will end on the date and time dumping of the last load at dumping ground.</p>
7	Period of Hire		14 days including 2 non- operational (if any) and excluding off-hire period for 6,000 Cum hopper capacity or more TSHD from the date & time of commencement of dredging operations, i.e. from tube down. The period of hire can be Extended or Curtailed as per the requirement of Owner / Charterer by giving 3 days' notice.
8	Extension		At Charterer's option, the charter hire agreement is extendable
9	Charter Hire Payment		a) Charterer shall furnish a 'Letter of Credit' for equivalent value of 30 days charter hire as per Box No. 6 in lieu of advance on the day of signing of the agreement.
			b) Owner will raise bill on monthly basis (during the charter hire period including extension of charter period, if any) for hire charges under the charter. Charterer shall approve the bill and shall make payment within 45 working days from the date of receipt of Invoice complete in all respects.
10	Place, date and time of delivery		Place. New Mangalore Port (as confirmed by Charterer in the Notice for delivery) All costs / required permissions / agency & logistic support services to sail the dredger to the above location / port of deployment for commencement of dredging (inward formalities) shall be on the account of Owner Dredger shall be delivered at

			the mentioned Port accordingly and Owner has to make all arrangement of outward formalities, sailing the dredger to the next Port of Charterer's requirement, inward formalities at next port at Owner's cost. During the charter period, dredger shall be treated as 'On hire' for all the actual voyage duration i.e. sailing time from Port to Port. Date and Time: Within Fifteen (15) days after date as per Box 1.
11	Cancellation Date	11	Date: Seven (7) Calendar days after date as per Box 10
12	Area of Operations	12	Area: New Mangalore Port
13	Mobilization Charges	13	Not applicable
14	Demobilization Charges	14	Not applicable
15	Place, Date, and Time of re-delivery	15	Place: After completion of Charter period, vessel shall be redelivered at last Area of Operations. All costs / required permissions / agency & logistic support services at Port of deployment for sailing of dredger to next Port (outward formalities) shall be on the account of Owner, for which, prior notice will be given by Charterer. The dredger shall be treated as 'Off hire' after dumping the last load at the port where the dredger is last deployed and all outward formalities and sailing permissions to the next Port are to be obtained by Owner
16	Applicable Law	16	Indian Law Jurisdiction: Courts of Bangalore
17	Number of additional Clauses	17	As per General and Special Conditions enclosed
18	Signed on	18	
	On Behalf of OWNER		On Behalf of CHARTERER
	Name:		Name:
	Designation:		Designation:
	Signature:		Signature:

**SPECIMEN CONTRACT AGREEMENT**

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

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is assigned as No. CEA/ /2020-21

This Agreement made on the day of 2020

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.**Name of the work:** Maintenance Dredging at New Mangalore Port for the years 2020-21, 2021-22 & 2022-23

BETWEEN

- (1) *The Board members of Port of New Mangalore, an Autonomous Body of the Ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Authority Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at New Mangalore Pot Authority, Panambur, Mangalore – 575 010, D.K. District, Karnataka State (hereinafter called “the Port”), and*
- (2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).*

WHEREAS the Employer/ Board invited Tenders against Tender No. **[Number]** for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]** viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);

- (e) Notice Inviting Tender;
- (f) Replies issued to the Pre-bid queries, addenda is any issued ***[numbers and dates]***;
- (g) The Contractor's Bid and original Price and Delivery Schedules;
- (h) The Employer/ Board's Notification of Award;
- (i) ***[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and***
- (j) ***[Add here any other document(s)]***

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

This agreement contains.....pages.

For and on behalf of the Employer/ Board

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**SETTLEMENT OF DISPUTES:****1. AMICABLE SETTLEMENT/ CONCILIATION AND SETTLEMENT COMMITTEE**

Disputes of any kind arising between the Board of NMPA and the Contractor in connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, decision, instruction, determination, certificate, payment, or valuation under the contract, the matter in dispute shall in the first place, be referred in writing to the Secretary NMPA or his nominee/representative and an attempt shall first be made by all the parties to settle such disputes amicably by serving a copy of such reference in writing to the other party and such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Secretary or Secretary's Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken or there is no decision within a calendar month, the decision shall be referred to the Conciliation Settlement Committee (CSC) to be Constituted by the Indian Ports Association as per the guidelines dated 24.09.2021 within 30 days of the notification of the Secretary or Secretary's Representative decision or upon expiry of a calendar month as the case may be.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Principal Employer shall give effect forthwith to every such decision of the Secretary unless and until the same shall be revised, as hereinafter provided, in a CSC or an arbitral award.

Provided that, unless the parties otherwise, have exhausted the above remedies under the amicable Settlement proviso and the CSC, the parties shall not invoke arbitration before the expiry of Thirty days after the day on which the notice of failure to settle such dispute was given by the CSC.

**2. PROCEDURE OF ARBITRATION:**

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

concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the sole arbitrator so appointed is not ineligible for being appointed as an arbitrator under the fifth & sixth schedule of the Arbitration & conciliation Act 1996.

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

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

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

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

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

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

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at Panambur, Mangalore. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The Courts at Mangalore shall only have the Jurisdiction to entertain Arbitration Suits/ Arbitration Applications.

**PERFORMANCE BANK GUARANTEE**

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_ by *Name & Address of the Bank* and having a branch at *Address* (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

**IN FAVOUR OF:**

THE BOARD MEMBERS OF , NEW MANGALORE PORT AUTHORITY, a body corporate constituted under the provisions of the Major Port AUTHORITYs Act, 2021 and having their Administrative office at Panambur, Mangalore – 575 010, D.K., Karnataka (hereinafter referred to as “The Board”) which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

**WHEREAS:-**

- (a) The Board, vide its Notice Inviting Tender dated \_\_\_\_\_ invited Bidders to bid for *Name of Work* (hereinafter called “the Contract Agreement”).
- (b) After evaluation of the bids received in response to the Tender dated \_\_\_\_\_ the Board accepted the Bid of *Name & Address of the Contractor* (hereinafter referred to as “the Contractor”) and issued Letter of Acceptance (LOA) vide No. \_\_\_\_\_ dated \_\_\_\_\_ for commencement of the said contract work.
- (c) In terms of the LOA and the Contract Agreement to be entered between the Board and the Contractor, the Contractor is required to furnish to the Board, a Performance Guarantee being an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank having its branch at Mangalore for a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for due and punctual performance/discharge of the obligations by the Contractor under the said Contract Agreement.
- (d) At the request of the Contractor and for valid consideration; the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the said Contract.

**NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:**



1. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual performance by *Name of the Contractor* (the Contractor) of all its obligations under the Contract Agreement.
2. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the immediately on receipt of a written request therefore from the Board stating that the Contractor has failed to meet its performance/obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee, subject to however to a limit of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Board shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until \_\_\_\_\_ or within a claim period of 3 months after the date of expiry of this Guarantee.
3. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the Board or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractor/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.

5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier by the Board in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in aggregate shall be limited to a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The Guarantor warrants that it has the powers to issue this Guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted to them.
9. This Guarantee shall be governed by and construed in accordance with the Laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Karnataka at Bangalore for the purpose of any suit, action or other proceedings arising out of this Guarantee or the subject matter hereof, brought by the Board or its successors or assigns.

Notwithstanding anything contained herein above:

- (a) The Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_ (Rupees \_\_\_\_\_ only)(above bank guarantee en-cashable at Mangalore).
- (b) This guarantee shall valid upto \_\_\_\_\_ and remains in full force until a claim period of three months after the date of expiry of the Guarantee.
- (c) The Guarantor shall be released and discharged from all liability under this guarantee unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ at \_\_\_\_\_(the Guarantor).

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

For Name of the Bank

ForName of the Bank

Authorized Signatory

Place:

Date:

Name:

Designation:

Authorized Signatory

Place:

Date:

Name:

Designation:

**BANK GUARANTEE FOR ADVANCE PAYMENT**

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ by *Name & Address of the Bank* and having a branch at *Address* (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

**IN FAVOUR OF:**

THE BOARD MEMBERS OF , NEW MANGALORE PORT AUTHORITY, a body corporate constituted under the provisions of the Major Port AUTHORITYs Act, 2021 and having their Administrative office at Panambur, Mangalore – 575 010, D.K., Karnataka (hereinafter referred to as “The Board”) which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

WHEREAS:-

- (a) The Board, vide its Notice Inviting Tender dated \_\_\_\_\_ invited Bidders to bid for *Name of Work* (hereinafter called “the Contract”).
- (b) After evaluation of the bids received in response to the Tender dated \_\_\_\_\_ the Board accepted the Bid of *Name & Address of the Contractor* (hereinafter referred to as “the Contractor”) and issued Letter of Acceptance (LOA) vide No. \_\_\_\_\_ dated \_\_\_\_\_ for the said contract work.
- (c) In terms of the *Clause No. \_\_\_* of the conditions of contract in the Tender and the Contract Agreement to be entered between the Board and the Contractor, the Contractor is required to furnish to the Board, a Guarantee being an unconditional and irrevocable Bank Guarantee from a Scheduled Bank having its branch at Mangalore for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for due and punctual repayment of mobilization advance by the Contractor under the said terms and conditions of the Contract.
- (d) At the request of the Contractor and for valid consideration; the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual repayment of mobilization advance by the Contractor of its obligations under the said Contract.

**NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:**

1. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual repayment of mobilization advance by *Name of the Contractor* (the Contractor) of all its obligations under the Contract Agreement.

2. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) immediately merely on demand from the Board stating that the Contractor has failed to meet its performance/obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee, subject to however to a limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Board shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until \_\_\_\_\_ or within a claim period of 3 months after the date of expiry of this Guarantee.
3. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the Board or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractor/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.
5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier by the Board

in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in aggregate shall be limited to a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The Guarantor warrants that it has the powers to issue this Guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted to them.
9. This Guarantee shall be governed by and construed in accordance with the Laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Karnataka at Bangalore for the purpose of any suit, action or other proceedings arising out of this Guarantee or the subject matter hereof, brought by the Board or its successors or assigns. Notwithstanding anything contained herein above:
  - (a) The Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
  - (b) This guarantee shall valid upto \_\_\_\_\_ and remain in full force until a claim period of three months after the date of expiry of the Guarantee.
  - (c) The Guarantor shall be released and discharged from all liability under this guarantee unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ at \_\_\_\_\_.

For *Name of the Bank*

Authorized Signatory

Place:

Date:

Name:

Designation:

For *Name of the Bank*

Authorized Signatory

Place:

Date:

Name:

Designation:

NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**Tender for**

“Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26”

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract**
- iv) Technical Specifications
- v) Additional Conditions of Contract
- vi) Appendix to Tender
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

### iii) GENERAL CONDITIONS OF CONTRACT

Unless the special conditions stipulate otherwise, the following clauses shall apply;

#### **1. Delivery**

The New Mangalore Port Authority intends to charter the vessel on daily hire basis in good working condition as indicated in Box 4 of Annexure - 17 together with the entire equipment outfit, appliances and spare parts.

The Vessel shall be delivered by the Owner and accepted by the Charterer at the place and time indicated in Box 10 of Annexure - 17. The Owner shall before and at the time of delivery shall exercise due diligence to make the Vessel sea-worthy and in every respect ready in hull, machinery and equipment for the intended service under this Charter Agreement (hereafter referred to as Charter). The Vessel shall be properly documented at the time of delivery (Box 10 of Annexure - 17) as required by Class/ Flag.

Charterer requires to provide survey data soon after delivery of the vessel.

#### **2. Cancellation**

If the Vessel is not delivered by the commitment date indicated in Box 11, the Charterer (NMPA) shall have the option to cancel this Charter by giving seven (7) days' notice to the Owner.

#### **3. Redelivery**

The Vessel shall be delivered by the Charterer to the Owner at the place and time as indicated in Box 15 of Annexure - 17.

#### **4. Area of Operations**

The Vessel shall be deployed in Indian ports. Charterer hereby warrants that they shall at all times deploy the Vessel in lawful trade and between safe ports, safe berths, safe anchorages and safe places with regard to sea state.

Deployment of Vessel on other Contracts in India, other than the one stated in Box 12 is subject to Charterer's requirement/ discretion.

#### **5. In and Out Survey Not applicable.**

#### **6. Inspection**

Owner shall have the right to require the Vessel to be dry-docked as per her normal classification intervals or in accordance with the directions of the classification society or flag state in the case of a casualty or otherwise, the costs thereof shall be borne by the Owner. The time taken for inspection and survey or repair shall not count as time on-hire and shall not form part of the charter period. The Owner shall forthwith inform the Charterer the time required and the place where the Vessel shall be dry-docked, as above and shall give prior notice of not less than 45 days to Charterer regarding the dry-dock, so that Charterer can make alternate



arrangements.

## 7. Maintenance and Operations:

1. Following are the responsibilities and on hire / off hire conditions during the charter period:

Sl. No	Description	Responsibility	On Account of	On hire / Off hire
I.	Inward& Outward formalities	Owner	Owner	
II.	Agency services, Pilotage & Port dues – Arranging pilot for shifting of the dredger from dredging ground to anchorage/ berth for maintenance, breakdown repairs, fuel, lubes and freshwater including agency services and payment of port dues	Owner	Owner	
III.	Delay while making above arrangements, when vessel is in operational condition.	-	Owner	Off hire
IV.	Arranging local transport for workshops/ project staff and logistic support.	Owner	Owner	
V.	Passage to and fro (if the dredger is taken to anchorage/ berth as per Owner's requirement).	Owner	Owner	Off hire
VI.	Routine boat assistance from shore to vessel and back as and when required, port clearances and statutory authority permissions for operation, maintenance breakdown repairs bunkering, supply of lubes & freshwater and inspection including	Owner	Owner	-

	arrangement of passes for crew, owner's personnel & workshops, sign on sign-off of crew members			
VII.	Arranging stores/ spares, workshop charges, repair & maintenance costs, berth hire and anchorage charges during breakdown and maintenance.	Owner	Owner	-
VIII.	Maintenance, Breakdown repairs, Bunkering lubes & freshwater supply Statutory inspections and other reasons attributable to Owner.	Owner	Owner	Off hire
IX.	Passage to and fro for bunkering/ lubes/ fresh water.	Owner	Owner	Off hire
X.	Supply of bunkers, lubes & freshwater (operational non-operational) and time & taken for completing the same	Owner	Owner	Off hire
XI.	Idling of vessel for bunkers/ lubes/ freshwater	Owner	Owner	Off hire
XII.	Land & Hydrographic surveys	Charterer	Charterer	-
XIII.	Working hours, idle time and standby hours and other reasons attributable to Charterer.		Charterer	On hire

2. The Owner shall maintain the Vessel, her machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good maintenance practice and shall keep the Vessel with unexpired classification of its class and with other required certificates in force at all time.
3. During the currency of the Charter, the Vessel shall retain her present name and flag as indicated in Box 4. The Charterer will make no structural changes to the Vessel.

4. The Vessel shall be delivered by the Owner to the Charterer with full complement of officers and crew; salary costs thereof shall be included in the rate as indicated Box 6. All other costs, such as but not limited to, lodging and travel expenses shall be on the account of the Owner. The Owner shall ensure posting of adequate manning at his cost for round the clock operations of the vessel and on all the days including Sundays and holidays. At least one operator or the Engineer should be able to understand and communicate in English.
5. In case, sign-on & sign-off facility is not available in the Port where the dredger is deployed, Owner shall take the dredger to the nearby Port, where the said facility is available, tentatively once in a month. To and fro voyage and all logistic arrangement like inward/ outwar formalities, payment of Port dues, berth charges, Pilotage and stay of the vessel shall be on Owner's account and vessel shall be treated as 'Off hire'.
6. Charterer may deploy the dredger as per their priority depending on requirement. Vessel shall execute work as per directions of the Charterer, while ensuring safe operations. Owner will make necessary arrangement of food and accommodation for Two officers (Charterer's and Port's representatives) onboard the dredger for monitoring purpose. As per requirement of client, i.e. for NMPA only, Charterer will keep samplers onboard for collecting soil samples for testing for 'Bulk Density'. Charterer shall discuss with Master and provide required no. of sample bottles, transporting to laboratory and necessary testing charges as per the requirement, shall be at the cost of Charterer.
7. The Owner shall maintain the record of daily/ weekly and monthly working hours, idle time, standby hours and other reasons, same need to be entered in the log sheets in the prescribed format duly signed by Owner's and Charterer's representatives and shall form the basis for payment of charter hire charges.
8. The Owner shall be liable for any or all acts or omissions of all Officers and Crew members on board the Vessel. The Owner shall comply with the regulations regarding Officers and Crew in force in the country of the Vessel's Registry, the country or area of operations as indicated in Box 12.
9. Owner shall indemnify Charterer against all losses / damages / sinking / salvaging/ theft of the pipeline and ancillaries while transportation / operation / non-operation.

#### **8. Mobilisation, Charter Hire and Demobilisation**

- a. Mobilization: As specified at Box No. 13

- b. Charterer shall furnish a 'Letter of Credit' for the value equivalent to 30 days charter hire in lieu of advance on the day of signing of the agreement towards assurance for release of monthly invoice within the scheduled period.
- c. Owner will raise bill on completion of Monsoon Dredging (during the charter hire period including extension of charter period, if any) towards hire charges under the charter. Charterer shall approve the bill and shall make payment within 45 working days from the date of receipt of Invoice along with all supporting documents by the concerned Project Manager, NMPA Project Office (Charterer).
- d. De-mobilization: As specified at Box No. 14
- e. Variation in Price is not applicable.
- f. Charter hire is payable for the dredger from the time of tube down for dredging 1<sup>st</sup> load on first day of dredging at assigned port to time of dumping last load at designated dumping site/ ground of assigned port except for the period the Vessel is not available in operating condition /break down due to reasons attributable to Owner. The hire / off hire shall be calculated for the duration or pro-rata to the minimum least count of 15 minutes.
- g. If the dredger is forced to work with one dredging tube only, which defect is attributable to the dredger, Owner shall make efforts to rectify the defect within 1 (One) day and in any one instance if the single tube operation is exceeding 1 (One) day, then beyond the initial 1 (one) days 'one- third' of the actual dredging time for each load (i.e., tube down to tube up) rounded off to the nearest 15 minutes will be deducted from the charter hire on pro-rata basis (applicable only for dredgers designed with two-tubes).
- h. During the charter period including extension, if any, if Charterer terminates the contract as per provision in the agreement, Charterer will not pay any demobilization charges as specified at Box No. 14.
- i. During the original charter period, if Owner terminates the contract as per provision in the agreement, Charterer has to redeliver the vessel at the last Port of operation (i.e. current Area of Operations). Charter hire is applicable till the time vessel is redelivered and demobilization charges are not applicable. Charter hire agreement stands terminated accordingly.
- j. Invoice will be raised by Owner as per the item operated at Box No. 6(a) & 6(b) towards charter hire charges with all relevant documents and Charterer shall release payment within 45 days from the date of receipt of invoice, complete in all respects.

- k. In the event the Charterer disputes any amounts in any payment to be made to the Owner, the Charterer shall nonetheless pay any undisputed portion when due and shall promptly notify the Owner of its reasons for disputing the remaining amount
- l. Owner shall be responsible only for payment of Income Tax @ 2% (or applicable rate) as TDS. Any other taxes like Works Contract Tax/ GST or any other new taxes or duties imposed by Central / State Governments shall be paid extra as the same are not included in the rates Indicated at Box 6.

**9. Liabilities and Indemnities:**

- a. The Charterer shall notwithstanding any negligent act of commission/omission on its or its servant's/ agents' part not be responsible for loss of or damage to the property of the Owner or of its (sub-) Owners including the Vessel or for personal injury or death of the employees of the Owner or of its (sub-) Owners, arising out of or in any way connected with the performance of this Charter party.
- b. The Owner shall notwithstanding any negligent act of commission/omission on its or its servant's/agents' part not be responsible for loss of or damage to the property of the Charterer or of its (sub-) Owners, including any equipment of the Charterer or personal injury or death of employees of the Charterer or its (sub-) Owners; arising out of or anyway connected with the performance of this charter party.
- c. Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the (non-) performance of this charter party.
- d. Himalaya Clause.
  - i. All exceptions, exemptions, 34efences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterer shall also apply to and be for the benefit of the Charterer's parent, affiliated, related and subsidiary companies and property in the ownership/ beneficial ownership, and property in the ownership/ beneficial ownership employees and their respective underwriters.
  - ii. All **exceptions**, exemptions, 34efences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owner shall also apply to and be for the benefit of the Owner's parent, affiliated, related and subsidiary companies, the Vessel, its Master, Officers and Crew, and its registered owner, operator, their respective employees and their respective underwriters.

- iii. The Owner or the Charterer shall be deemed to be acting as agent trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

**10. Oil Pollution:**

The Owner shall be liable for Oil Pollution in so far the liability is covered under the Protection and Indemnity Cover of the Owner.

**11. Insurance:**

- i. During the charter period the Vessel shall be kept insured by the Owner at its expense against Marine and War risks under the form of policy or policies attached hereto
- ii. During the charter period, the Owner shall keep the vessel covered under Protection and Indemnity cover, Wreck Removal, Pollution Mitigation and Hull and Machinery cover.
- iii. Without prejudice to clause 7 here above, in the event that any action or non-action or negligence of the Charterer shall to any extent vitiate any of the insurance herein provided, the Charterer shall pay to the Owner all losses including the “applicable deductible” under the insurances as mentioned in Box 5 and indemnify the Owner against all claims and demands which would otherwise have been covered by such insurance.
- iv. Should any additional insurance be necessary during the charter period, Charterer has to take such insurances at his own cost on the name of Owner.
- v. Any and all insurance payments shall be paid to the Owner, who shall distribute the moneys between himself and Charterer according to their respective interest. If the Vessel became an actual total loss or as constructive total loss, this charter agreement shall terminate as of the date of the event giving rise to such a loss.
- vi. War risk insurance for the Vessel is to be taken by the Owner at its expenses. In case the war risk insurance cover would be cancelled or limited by the Insurer due to increased war risk, the charter agreement shall be automatically terminated, without damages of any kind to be paid by the Owner to the Charterer.
- vii. Notwithstanding anything stated above, all the insurances shall be obtained in the name of Owner only.

**12. Non-lien Assignment:**

The Charterer will not suffer nor permit to be constituted any Lien or encumbrance incurred by them or their agents which might have priority over title and interest of the Owner in the Vessel. The Charterer further agrees to fasten to the Vessel in a conspicuous place and to keep so fastened during the period of Charter Party, a notice reading as follows:

“This vessel is the property of \_\_\_\_\_(Owner), it is under charter to New Mangalore

Port Authority (Charterer) and by the terms of the charter party, the Charterer does not have any right, power or authority to create, incur, or permit to be imposed on the vessel any lien or claim whatsoever.”

The Owner will indemnify and hold Charterer harmless against any lien of whatsoever nature arising upon the vessel during the charter period. Should the Vessel be arrested by reasons of claims, or liens arising out of her operation, the Owner shall at its own expense take all necessary steps to secure release of the Vessel.

### **13. Assignment and Sub-charterer**

The Charterer will not assign this charter party nor sub-charter the Vessel without the prior written approval from the Owner, which is at Owner’s discretion. Similarly, Owner shall not charter this vessel to another party, while the Charter Agreement is in force, without the consent of Charterer and from such moment, vessel is declared as off-hire.

### **14. Substitute Vessel**

Subject to requirement of Owner / Charterer and as per availability of other vessel of equivalent hopper capacity, the chartered vessel can be substituted or redeployed.

### **15. General Average Clause**

Not Used

### **16. Both-To-Blame Collision Clause Not used**

### **17. Taxes**

Each party shall pay taxes due on its own profit, income and personnel.

Owner shall be responsible only for payment of Income Tax @ 2% or as applicable as TDS, and the same be deducted from the Owner’s invoice at the time of releasing payment.

Charterer shall pay all other taxes and dues of whatsoever nature and imposed by any Government arising out of the operation or use of the dredger during the charter period as well as any registration costs and stamp duties pertaining to this charter party.

The Owner shall pay for custom duties, all permits, import duties (including cost involved in establishing temporary or permanent importation bonds) and clearing expenses, both for entry and exit of Vessel into and from India, if deemed applicable. (Import duty on vessel not applicable as the vessel is India Flag vessel)

### **18. Off Hire**

In the event of loss of time from deficiency and/or strike of Officers and Crew and/or the breakdown or damage to hull machinery or equipment or due to bad weather as decided by Master of the vessel (in this case Master of vessel decision is final), non-availability of vessel due to any spare/store/fuel supply etc., preventing the working of Vessel, the payment of hire

shall cease for the period of such deficiency. Delay due to underwater obstructions such as tyres/ fenders, concrete members, wires, chains, boulders, anchors, debris, etc., reasons not attributable to Owner and necessitating suspension of dredging, the period of suspension shall be paid as 'non-working/ operational chares on prorate as certified by the Charterer's representative onboard dredger as stated at Box no.6(b).

#### **19. Under performance**

- i) The daily hire charges are payable with minimum fixed production guarantee for every dredging assignment. Dredging has to be carried out as per designed depth declared by the respective port besides vertical & horizontal tolerance. Over dredging will not be entertained and the over dredged quantity shall not be considered as part of minimum daily production for payment of charter hire charges. At the end of charter period, admitted reported quantity by ports shall be divided by number of days dredger deployed (operational days) to arrive average reported quantity per day. If any shortfall is found in achieving average minimum reported / in- situ quantity fixed per day, then reduction of rate will be applied on prorate basis and charter hire charges shall be paid accordingly.
- ii) The dredger will be confirmed as 'under performing' when it is giving less than the minimum guaranteed production continuously for one week, Charterer will give notice to the Owner at the end of 7<sup>th</sup> days for rectification immediately. In case the defect is not rectified within 48 hrs, one week termination notice will be served as per Box No.11.

#### **20. Salvage Wreck / Removal**

- a. All salvage and towage under whatsoever circumstances undertaken by Owner shall be for the Owner's benefit and the cost of repairing damage occasioned thereby shall also be borne by the Owner.
- b. If the Vessel becomes a wreck or obstruction to navigation, the Owner shall raise/remove the wreck or the Vessel and shall be liable for any or all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck without any recourse whatsoever against the Charterer unless such wreckage, stranding or sinking is a result of the following of Charterer's Orders related to available navigational depths.

#### **21. Sunken Equipment:**

- 21.1 If any equipment (floating or otherwise) belonging to the Owner or Sub-Owner or any material or things therein or thereafter sink from any cause whatsoever, it shall immediately be reported by the Owner to the Charterer & Port Authority and Owner shall forthwith at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as Port/ Charterer may direct.



- 21.2 The fact that the sunken equipment, material, or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Owner from his obligations under this clause to raise and remove the same.
- 21.3 Until such sunken equipment, material or things have been raised and removed, the Owner shall set such buoys and display at night such lights and do all such things for the safety as may be required by the Competent Authority/ Port/ Charterer.
- 21.4 In the event of the Owner not carrying out the obligations imposed upon him by this Clause, the port/ Charterer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the port/ Charterer to hold the Owner liable and all expenses and consequences thereon and incidental there to shall be borne by the Owner and shall be recoverable from him as a debt by the port/ Charterer or maybe deducted by the port/ Charterer from any money due or which may be come due to the Owner.

## **22. Health and Safety**

The Crew of Owner shall comply with and adhere to all applicable, national and local regulations pertaining to health and safety and to such Charterer instructions as may be appended hereto.

## **23. Force majeure**

Neither the Owner nor the Charterer shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to Acts of God, Fire, action of the elements, epidemics, pandemics, war (declared or undeclared), war like actions, insurrections, revolution or civil strife, piracy, civil war or hostile action, strikes, or differences with workmen (except for disputes relating solely to Owner or the Charterer employees), Act of the Public enemy, federal or State Laws, Rules and Regulations of any governmental authorities having or asserting jurisdiction or of any other group, organization or informal association (whether or not formally recognized as a Government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible. In case of force majeure, each party may terminate the charter hire agreement without being liable to pay damages to the other party.

## **24. Confidentiality**

All information or data obtained by the Owner in the performance of this Charter Party shall be the property of the Charterer (NMPA) and is deemed confidential. The Owner shall not disclose such information or data without the prior written consent of the Charterer. The Owner shall use its best efforts to ensure that the Owner, its sub-Owners, employees, and agents do not

disclose any such information or data, except as required by law or regulatory authorities

**25. Law and Arbitration:**

All disputes arising out or under this agreement will be subject to the exclusive jurisdiction of the Courts at Mangalore only.

Any dispute of whatever nature arising out of or in connection with this agreement including any question regarding its existence, validity or termination shall be first resolved amicably by both parties. Notice of any dispute between the parties must be communicated in writing.

In the event of any dispute or difference of any kind or whatsoever that shall arise between the Owner and Charterer in connection directly or indirectly arising out of the agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation between the executives or authorized representatives.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Owner or Charterer may give notice to the other party of its intention to commence arbitration/ mediation, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration or mediation under the provisions of Indian Arbitration and Conciliation Act-1996. Parties may also exercise an option for mediation that shall be effective and efficient prior invoking the arbitration clause.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to providing of the services or after providing the services under the Agreement.

Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations under the agreement unless they otherwise agree; and
- b. Owner shall pay the Charterer any monies due under the agreement.

Signatories of this charter party can represent a matter with regard to the charter party to the Independent External Monitors (IEMs) under the Integrity Pact Provisions. Firms signing the Integrity Pact shall not approach for Negotiation/ Conciliation/ Arbitration/ Adjudication while representing matters to the IEMs and the firm will await their decision in the matter.

**26. Entire Agreement:**

This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.

**27. Severability Clause:**

If any portion of this Charter Party is held to be invalid, illegal, or unenforceable for any reason by a court, governmental authority of competent jurisdiction, or arbitral tribunal, such portion shall be deemed severed, and the remainder of this Charter Party shall remain in full force and effect. In the event that any stricken portion affects the Charterer's rights or obligations, the parties shall negotiate in good faith to amend the Charter Party in a manner that preserves the Charterer's rights to the fullest extent permitted by law."

**28. Demise:**

Nothing contained herein shall be construed as creating a demise or transfer of ownership or possession of the Vessel to the Charterer. The Owner retains full control and possession of the Vessel, subject only to the Charterer's rights under this Charter Party.

NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**Tender for**

“Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract
- iv) **Technical Specifications**
- v) Additional Conditions of Contract
- vi) Appendix to Tender
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

## iv) TECHNICAL SPECIFICATIONS

**1. PROJECT AND SITE INFORMATION****Location**

The Port of New Mangalore is situated at latitude 12° 55' 06.2" North and longitude 74° 46' 17.6". East on the South-West coast of India is a major artificial Harbour. The location of New Mangalore Port is shown in the drawing.

**2. PROJECT BACKGROUND**

New Mangalore Port intends to carryout Monsoon maintenance dredging of its approach channel, lagoon and alongside berths for the years 2025-26. Monsoon Dredging is carried out for a period of 12 days during the month of July / August 2025 by deploying TSHD.

**3. SITE INFORMATION****3.1 Tides**

The tidal particulars in the New Mangalore Port are as follows:

Higher high water springs	-	+ 1.68 m	Chart Datum
Mean higher high water	-	+ 1.48 m	-do-
Mean lower high water	-	+ 1.26 m	-do-
Mean Sea level	-	+ 0.95 m	-do-
Mean lower low water	-	+ 0.26 m	-do-
Lower low water springs	-	+ 0.03 m	-do-

As solstices

The Chart Datum at New Mangalore Port is 0.97 m below Mean Sea Level.

**3.2 Wind**

The Winds in Mangalore area in the monsoon months of June, July and August are predominantly from South-West and West with a maximum intensity of force 5 on the Beauport Scale. The winds in the remaining months of the year predominantly from the North West and the maximum intensity during this period is also 5 in the Beauport Scale.

**3.3 Waves**

The predominant direction of waves at open sea in the vicinity of Mangalore Port during the monsoon months of June, July and August is West and South-West whereas the predominant direction during the fair months is north-west and north. Analysis of the data collected from ships in and around Mangalore revealed that 0.4% of the waves have a height of 4.9 meters above. The wave heights in the non-monsoon months are much less.

Inside the harbour, generally clam conditions prevail throughout the year as is well protected from outside waves by Long Breakwater on either side of the Outer Approach Channel

### **3.4 Humidity**

The humidity is high through out the year. From June to September during monsoon the humidity ranges from 90 to 100%. From October to January it comes down to 50 to 70%. During summer months of February to May average humidity is about 60%

### **3.5 Visibility**

Generally visibility is excellent except for a few days during monsoon.

### **3.6 Rainfall**

The climate is characterized by dry and wet seasons. The wet season starts in later May and ends in November. The major monsoon is south west monsoon which lasts from June to September. This is followed by North East Monsoon during October and November. The average annual rainfall is about 3330 mm, a major portion of which falls down during south-west monsoon.

### **3.7 Air Temperature**

Mangalore experiences moderate temperature through out the year. The temperature varies from 22°C to 36°C. The low temperature occurs during south west monsoon December and January. The hot months are from March to May.

## **4. Water Currents**

The currents along the coast during south-west monsoon (from February to September) is in general towards south (from 160° to 200° bearing). During the North-East monsoon (from November to January) the currents in general are towards north (from 0° to 40° and 320° to 360° bearing). In the approach channel region covered by breakwater, the current direction lags 60 to 80 behind the coastal currents. The current in the lagoon area further lags behind the approach channel current by another 6°. The subsurface current on an average leads the surface current by 10° to 15°.

The magnitude of the current outside the lagoon area during the monsoon season is about 1 to 1.5 knots has been experienced by pilots.

## **5. Sediments**

The bed materials in the Outer Approach Channel and lagoon mainly consists of very fine silt and a small percentage of clay and fine sand.

## **6. Scope of work and payments**

Maintenance Dredging during Monsoon (July/August) on Day Rate Basis by deploying Traylor Suction Hopper Dredger of hopper capacity not less than 6000 Cum and to be dredged the materials (sediments / solids comprising of silt/sand/clay) @ 67000 Cum (Minimum) per day in Zone III of Outer Approach channel and adjoining part of lagoon, Zone-IV including Old Dock Arm in all types of soil from the existing levels upto the depth desired by the port at the time of dredging

the area, upto minimum 5 mts. away from Fender Face of the berth(s), including Fuel escalation, Mobilisation & De-mobilisation charges for TSHD including Survey launch, routine boat and hire charges of all plant & equipment, cost of labour, materials and consumables etc., and transporting and dumping the contour in the Centre line of the Outer Approach Channel

The following formula will be adopted for hopper measurement of materials in Trailer Suction Hopper Dredger

Volume of solid=  $VM = TDM / SM$ .

$TDM = (SN - SW) \times VT \times SM (SM - SW)$

Where TDM =Tonnes of dry material

SN =Average density of the wet load= $GT/VT$

VT =The total volume of the load just before dumping

GT = The total weight of the load is the net hopper load after subtracting load just before dredging TDS from total hopper load just before dumping

Reading of DLM (Draft load monitor) before dumping shall compare with draft page of DLM as per hydrostatic table. DLM load reading or draft displacement as per Hydrostatic table before dumping whichever is minimum shall be considered as Net hopper load

SM=Bulk Wet density of dredged materials

Reduction of rate will be applied on pro-rata basis for short fall in specified minimum quantity dredged and charter hire charges shall be paid accordingly.

If the dredger works for less than 24 hrs and complies with minimum fixed production per day, then hire charges per day for operational hours on pro-rata will be paid.

#### **7. Acceptance (deleted)**

#### **8. Break down of Positioning System**

The Contractor shall inform the Engineer forthwith of any break down, irregularities or otherwise, affecting the positioning of his dredger, vessels or other equipment.

Delay incurred in the dredging operation due to malfunctioning of Electronic Positioning System shall not be reimbursed under the Contract.

#### **9. Lighting and marking of channel**

The Employer shall, endeavor to provide and maintain all channel buoys and navigational lights. However in case of any failure, dredger is expected to navigate and dredge on its Electronic position fixing system and radar. No claim from the Contractor shall be entertained by the Employer for failures to provide and maintain channel buoys and navigational lights etc., nor is the Contractor entitled to any such compensation.

**10. Monitoring of the Dredging Process**

For the purpose of progress control and verification of operations, continuous monitoring and recording of the major items of the dredging process shall be required the Contract shall provide at his own expense, the Electronic Positioning System and control systems including necessary instrumentation, sensors, calibrations, data storage and displace and shall ensure the continuous satisfactory operations thereof

**10.1 Draft Loading Monitor (DLM) Tests :**The draft loading monitoring tests are to be conducted by the contractor as required duly certified by the third party

**11. Daily Dredging Reports**

The load (weight) and volume of dredge mix of each hopper load shall be entered in the daily dredging reports and signed jointly by the Engineer and the Contractor and submit it to the Engineer in duplicate. Daily Dredging Reports shall include the track record showing the position, time and track where the dredger took various loads. The daily dredging reports without the signature of Engineer's representatives will be rejected.

**12. Disposal of dredged material**

All the material dredged under this Contract shall be disposed off only in such manner as directed by the Employer. The dredged material to be dumped at the designated dumping area which is about 7 km. in the North - west direction from the point of inter section of center line of the outer approach channel with (-) 15.40 m.C.D.contour. The material has to be dumped in the dumping area where the depth is about (-)20.0 m.C.D or more, spreading evenly over an area of about 1.0 x 1.0 sq. Km.

The Contractor shall ensure that no dredged material is dumped outside the limits of the dumping area. In case of dumping by the Contractor at unauthorized places such quantities so dumped and as assessed by the Employer shall not be paid for. The cost of disposal of dredged material shall be deemed to have been included in the unit rates of dredging.

**13. Cost of Samples**

All the samples shall be taken and supplied by the contractor at his own cost as per the directions of the Engineer in charge and the testing charges (from outside Laboratory) shall be born by the Charterer.

**14. Departmental supervision**

The expense towards Departmental supervision shall be borne by the Employer. Essential facilities like boarding and accommodation etc. on board the dredger and boat transport for Engineer's representatives as per the shift timings of Port representatives and the Life jacket with necessary safety equipment should be provided by the Contractor to the Port representatives,



boarding the dredger including pilot shall be provided by the Contractor at his cost. The pick-up point for the Engineer's representatives may be at general cargo berth nos. 1 or 2. The regular supervisory staff of the Engineer apart from Pilot will consist of an Engineer responsible for monitoring the dredging work who will be posted on the dredger on a 24 hrs. basis if required. Separate accommodation shall be provided for the Engineer's representatives. Senior Officers like Chief Engineer, Deputy Conservator, Superintending Engineer, Executive Engineer etc. may make visit on board the dredger as desired by them.

#### **15. Working time**

The Contractor is free to work throughout day and night and even on holidays.

#### **16. Access to Works, Plants etc.**

The Employer or his representatives shall have at all times access to the Contractor's equipment's, floating crafts, plants, works in progress etc., and the Contractor shall provide necessary water transport facilities at his own cost for them from the water front to above mentioned places.

#### **17. Inspection**

A launch shall be made available at site for the Employer or his authorised representatives to access the Dredger for inspection of the dredging works in progress.

#### **18. Disposal Tolerances**

All dredged material shall be dumped within the specified limits of the sea disposal area as indicated in the tender.

Should dredged material be dumped outside of the specified limits, the Contractor shall follow the instructions of the Engineer's Representative to rectify the matter at no extra cost to the Employer. The Contractor shall mark the limits of the area(s) indicated with suitable buoys and shall carry out the dumping as per the instruction of Engineer.

#### **19. Plant and Equipment**

The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of the Engineer. If the dredger goes out of order, the Contractor should arrange for replacement of the same with an equivalent capacity suitable dredger will be prior approval of Engineer. This shall not relieve Contractor from obligations under other clauses of contract. No additional cost and time will be allowed. The Contractor shall be responsible for obtaining specific approvals and for the payment of any fees relating to the execution of the works and to the process adopted by the Contractor, eg. right of way for discharge pipes, temporary works for pump out points, discharge licences and local authority approvals.

#### **20. Navigation**

##### **a. General**

The dredger and other plant, including all stakes, buoys and pipeline used by the Contractor, shall display the correct navigation signals and shall be clearly marked and lit at night to the satisfaction of the Harbour Master.

**b. Temporary Lights**

The Contractor shall provide such temporary navigation lights and floating buoys on all plant, anchor ropes and works as may be required by the Harbour Master.

**c. Minimum Interference with Navigation**

In cases of works that involve disruption to any shipping that will be using the harbour/ channel/ wharf, all works shall be carried out with minimum interference to navigation and in accordance with the directions of the Harbour Master.

**d. Navigation Requirement**

Dredging shall be organized so that dredging plant is so positioned as to allow the normal passage of vessels to the satisfaction of the Harbour Master.

Navigation signals, lights and warning markers shall be provided and maintained on floating plant, submerged pipelines, anchors and any other equipment placed by the Contractor to the satisfaction of the Harbour Master. Any floating pipeline shall be controlled to ensure the least obstruction to the movement of vessels.

The Contractor shall prior to the establishment of plant on site notify the Harbour Master and the Engineer of his proposed programme and methods. The Contractor shall be responsible for providing the Harbour Master and Engineer with details of any changes to the programme and methods, after approval by the Engineer.

**e. Oil Spillage**

Oil spill response equipment shall be provided on the Site in sufficient quantity to cope with the maximum fuel load of the dredging equipment and associated plant.

**f. Diving**

Should any diving work be carried out during the Contract, this shall be in accordance with the requirements of New Mangalore Port Authority and Statutory Authorities. The cost of this diving works will be borne by the contractor.

**21. Traffic**

The Contractor shall at all times observe and comply with all laws including regulations that are relating to navigation's, maneouring and anchoring of his floating craft being used, through out the Works. The Contractor shall follow instruction in this regard given by the Employer. The Contractor shall carryout his work strictly in a manner we shall not obstruct or endanger the normal use of water ways, anchorages, wharves and approaches there to, whether in the possession of the

Employer, or any other persons. The priority of navigation's with in the Port limits shall always be at the discretion of the Employer and will not be responsible for any inconvenience, loss or delays to the Contractor arising due to the priority not being given to their floating crafts by the Port and no claims shall be entertained due to delays occurring because of such restriction. There won't be any interference of traffic by SMB operation, in case of any interference the dredger should coordinate with the Port.

## **22. Contractor's Responsibility for equipment**

The Contractors shall be responsible for the provision of all equipment and crafts necessary for the satisfactory execution and completion of the dredging work and surveys for measurements. The Contractor shall employ competent persons with adequate qualifications and experience in dredging to take charge of and maintain in good working order all dredger(s) and other craft employed on the Work. The Contractor shall also collect samples of dredged materials at intervals directed by the Engineer and get the same tested at approved laboratories at his own cost. The Contractor shall extent full co-operations and facilities require to the Employer to carry out monitoring research of the dredging process from time to time free of cost.

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NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**Tender for**

“ Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26”

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract
- iv) Technical Specifications
- v) Additional Conditions of Contract**
- vi) Appendix to Tender
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

## vi) SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. SCOPE OF WORK:

- 1.1 The New Mangalore Port intends New Mangalore Port intends to carryout Monsoon maintenance dredging of its approach channel, lagoon and alongside berths for the years 2025-26. Monsoon Dredging is carried out for a period of 12 days during the month of July / August 2025 by deploying TSHD of not less than 6,000 cum and above hopper capacity on Day hire basis for Maintenance dredging at New Mangalore Port as per requirement on in situ basis. The berth face dredging may be carried out through Grab/ bucket/ WID/CSD of any suitable dredger
- 1.2 The time dredger leaves for maintenance, repairs, bunkering, for statutory audit compliance etc., shall be considered as off hire, and shall be on hire upon re-commencement of dredging. No charges are payable for any off hire period.
- 1.6 The charter period of 12 days is extendable at the discretion of charterer.
- 1.7 Minimum quantity per day as shown in BOQ shall be achieved by the dredger. Accordingly, the dredging of 8,04,000 Cum quantity at NMPA shall be completed in 12 operational days with in the contract period of 14 days. Dredger shall work at least 6 days in a week. In addition to the above quantity, the owner has to dredge extra silted quantity (if any) due to cycle / depression / bad weather as per the instructions of Port to maintain the required depth.
- 1.8 The daily hire charges are payable with minimum fixed production guarantee per day for every dredging assignment. Dredging has to be carried out as per designed depth declared by the port besides vertical & horizontal tolerance. Over dredging will not be entertained and the over dredged quantity shall not be considered as part of minimum daily production for payment of charter hire charges. Admitted hopper quantity by ports as per Daily dredging report after applying actual Bulk density report / monthly progressive survey shall be divided into number of days dredger deployed to arrive average reported quantity per day. If any shortfall is found in achieving average minimum reported quantity fixed per day, then reduction of rate will be applied on prorata basis for the stipulated 12 operational days and charter hire charges shall be paid accordingly.

- 1.9 If the dredger works for less than 24 hrs and complies with minimum fixed production per day, then hire charges per day as per BOQ -1(a) for operational hours prorate will be paid. And if any idle time, the charges as per BOQ -1(b) on prorate.
- 1.10 If, the dredger works for less than 24 hrs and not complies with minimum fixed production per day, then hire charges per day as per BOQ -1(a) for operational hours prorate will be paid by deducting the short fall qty as prorate. And if any idle time, the charges as per BOQ -2 on prorate.
- 1.11 There are on an average of 12 to 14 shipping movements carried out in a day, which uses entrance channel and approach channel. The Dredger will be allowed for one hour dredging in the channel in between shipping movements. Accordingly dredger will follow the incoming & outgoing vessels and carried out dredging in priority dredging area as per requirement.
- 1.12 The TSHD deployed shall be suitable to carry out dredging at the proposed site in New Mangalore Port waters which are exposed to sea and swell conditions in monsoon months/off-monsoon months.
- 1.13 The TSHD proposed to deploy should have twin screw, preferably two (02) suction pipes of capable of dredging to a depth equal to the design depth plus 4 metres, draft suitable for dredging effectively at the site, high manoeuvrability capacity at lesser speeds, bow thrusters, adequate engine power for positioning herself in all the dredging grounds, which is exposed to sea swell conditions, jet pumps for dislodging the seabed material if required, etc.
- 1.14 The TSHD proposed to be deployed should preferably be equipped with dredging instrumentations like production meter, drag head level indicator, jet pumps indicator, Draft Loading Monitor Indicator with paper chart, Echo-sounder, DGPS position fixing for display recording the dredging track, Dredging software like Hypack or equivalent, etc. in working condition, for effective dredging works. The Owner shall make arrangements to monitor and to submit daily production to the Employer.
- 1.15 All above machineries to be maintained in good operational condition throughout the contract period.
- 1.16 It should have jet pumps in good condition to produce minimum jet pressure of 6 bars for Maintenance Dredging during the dredging of above areas.
- 1.17 It should have the capability to maintain an average speed of 8 knots.

- 1.18 Draught and Loading Monitor (DLM) software shall display draft, displacement & Hopper - volume of the vessel just before dredging, after dredging & also just before dumping as per Draft Displacement of Hydrostatic table.
- 1.19 The load and draft indicators shall be inspected and certified by a Classification Society being a member of International Association of Classification Societies (IACS). The certificate issue date should be within a year's period or the certificate needs to be renewed annually. The DLM Certificate of the proposed dredger(s) to be submitted along with the bid. Date of DLM Calibration Certificate shall be within one year prior to last date of bid submission and same to be renewed from time to time till contract completion. However, the DLM Calibration Certificate should not be more than one year older.
- 1.20 It should have efficient de-hoppering / dewatering system. De-hoppering shall be carried out before dredging in each load.
- 1.21 Bow Thrusters (independent of dredging system) and average speed of 8.0 Knots should be certified by a Classification Society being a member of IACS. The certificate issue date should be within one month before the deployment of the Dredger.
- 1.22 Successful bidder must provide online system to provide a system taking advantage of internet mapping and web services technology to publish data dynamically to enable visualization of dredging monitoring data online. The system should be capable to ingest on board dredging progress report on daily basis, visualization of daily and monthly progress, dredger performance and down time monitoring and location track data with snap shot on loading, unloading and ideal time.
- 1.23 Above requirements projected are indicative only and Owner shall ensure that required equipment/arrangement shall be available as necessitated for carrying out & completing the maintenance dredging.
- 1.24 All the allied crafts, plants and machinery deployed by the Owner shall strictly adhere to the relevant IMO regulations, MARPOL convention 73/78 and other statutory regulations.
- 1.25 All crafts, plants and machinery should have valid insurances as per statutory norms and Owner to indemnify Charterer (NMPA) from any damages, losses to NMPA property.
- 1.26 The Allied Crafts proposed for deployment should follow New Mangalore Port port rules and regulations.

- 1.27 Adequate radio/ VHF communication system, all statutory requirements such as lifesaving appliances, fire-fighting appliances etc. as per relevant rules should be available onboard at any given time.
- 1.28 Owner shall arrange food & accommodation on-board dredger(s) for up to 2 representatives of NMPA for monitoring the dredging activities during the entire contract period, including extension if any, at no extra cost.
- 1.29 Customs Duty: The Owner will have bear all customs duties in case of the dredger, plant & machineries for the work are required to be imported.
- 1.30 Licenses, permits and permissions: It shall be the responsibility of the dredging Owner to obtain all licenses, permits and permissions for the use of survey boats, marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, off-shore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the dredging Owner, and shall be deemed to be covered by the rates and prices quoted in the Tender.
- 1.31 Formula for Hopper Quantity Measurement:

The following formula will be adopted for hopper measurement of materials in Trailer  
Suction Hopper Dredger

Volume of solid= VM=TDM /SM.

$$TDM = \frac{(SN-SW) \times VT \times SM}{(SM-SW)}$$

Where TDM =Tonnes of dry material

SN =Average density of the wet load=GT/VT

VT =The total volume of the load just before dumping

= The total weight of the load is the net hopper load after subtracting

GT load just

before dredging TDS from total hopper load just before dumping.

Reading of DLM (Draft load monitor) before dumping shall compare with draft page of DLM as per hydrostatic table. DLM load reading or draft displacement as per Hydrostatic table before dumping whichever is minimum shall be considered as Net hopper load.

SM=Bulk Wet density of dredged materials.

- 1.32 DLM Load graph of each load before dumping, before dredging, after dredging &



draft displacement page before dumping shall be printed and signed by the Master & on-board Port & Charterer representatives. Daily dredging report signed by the Charterer, Port representative & Master of Vessel shall be produced by the Owner next day. Duplicate copy shall be attached with the bill for making payment. Dredging Track record shall be printed for each load and submit by the Owner next day along with daily dredging report as and when required. If any variation in physical draft & DLM draft is observed then recalibration is to be carried out.

1.33 Currency of Payment: All payments shall be made in Indian Rupees only.

1.34 Non-working period: "Non-working period" charges as at BOQ Item No.2 shall be payable for stoppage of dredger for the following reasons: -

- a) Dredging operations suspended with the written instructions of Charterer (NMPA)/ Port Authorities.
- b) Suspension of dredging due to bad weather period not amenable for dredging by TSHD.
- c) Delays due to Under water obstructions such as tyres/fenders, concrete members, wires, chains, boulders, anchors, debris etc., will be paid as non-operational charges prorata to be certified by NMPA representative onboard.
- d) Due to Force majeure conditions

However, the Non-working period charges for the above shall be payable as per Box 6(b) only on concurrence from Port/NMPA authorities.

## 2. PERFORMANCE SECURITY DEPOSIT :

2.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security paid by RTGS or in the form of Bank Guarantee for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.

2.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank payable at Mangalore branch and acceptable by NMPA and en cashable at Mangalore, and having a net worth of at least Rs. 1000 crores (Rupees thousand crores). The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as **Annexure-B**. The fact of encashment at Mangalore shall also be included in the BG.

2.3 The Contractors are shall furnish the BG by the issuing bank directly to the Port through SFMS mode with ICICI Bank IFSC Code ICIC0000014. This will not near any

interest. Bank Guarantee, obtained from the Nationalized bank / Scheduled bank in the format prescribed shall be in compliance with for a digital confirmation for the Bank guarantee and the BG not complying with this shall not be considered

2.4 No retention Money shall be deducted from the running bills.

2.5 Any shortfall of the amount of B. G. due to encashment needs to suitably replenish with the equal amount with the validity for the balance period of the contract with additional 3 months claim and continued regarding till completion of the schedule quantity failing which dredging company may be blacklisted for a period up to two years from participating in any tender of NMPA.

2.6 In case Bank guarantees are from a Bank outside Mangalore, then it should be countersigned by the Branch In-charge of Mangalore or give consent to pay the encashed amount forthwith unconditionally on presentation of the Bank Guarantee.

3. The necessary clearance from NMPA and other statutory authorities with regard to entry/ exit of the Trailer Suction Hopper Dredger/ Crafts shall be to the account of Owner during entire contract period/ extended period if any. Document assistance, if any required, only shall be provided by the Charterer (NMPA).
4. While carrying out dredging, if any underwater obstruction/ debris encountered or any visible debris, same should be brought to the notice of NMPA for appraising to the concerned port authority/ client.
5. Daily dredging reports shall be maintained on board the TSHD and signed copy should be submitted on daily basis to Charterer for monitoring the work.
6. The Owner has to provide vehicle and routine boat on as and when required basis as per instructions of Charterer / NMPA for inspection of deployed dredgers/ site, at no extra cost.
7. The Owner shall quote their rate in the enclosed BOQ in Indian rupees only. The offered rates shall be inclusive of Mob & De-Mob charges, all his cost of man power, fuel and lubes, spares, watch-keeping, running repairs expenses, Spares of the Cutter suction dredger /crafts, pipeline, wages of crew, all port dues, Port entry passes, wharfage/ berth charges, pilotage charges, Customs charges, freshwater, if any, Idle Time, Owner's office/ accommodation, payment of fees, duties and taxes excluding GST.
8. The Owner shall allow in his rates for any loss of working hours due to surveying, positioning of TSHD/ crafts and other equipment from one area/ place to other area/ place depending upon the traffic operations/ weather or for maintenance. Any claim for idling of Owner's plant and machinery or any other input shall not be entertained for reasons whatsoever.

9. The said payment is including dredging charges, mobilization & demobilization charges, fuel, lubes, manpower, material, spares, stores, repairs, maintenance etc., including all, except GST. No additional payment is entertained apart from the above for whatsoever reasons. No escalation is payable on account.
10. The quoted rates deemed to be inclusive of mobilization and de-mobilization of the dredgers/ equipment's for satisfactory completion of work.
11. Owner responsible for materials, labour and equipment: The Owner shall make his own arrangements for providing dredger, all equipment, routine boats, provision, fuel, power, consumable goods etc. together with sufficient quantity of spare parts for the efficient and uninterrupted execution of work. He shall also arrange for the supply and transport of all materials to the dredger and all the labour required for the satisfactory execution and completion of the work. He shall employ competent persons with adequate qualifications and experience to man his craft in all shifts to ensure proper execution of the contract. The Owner shall not be provided any assistance by way of equipment or craft from the NMPA for carrying out the dredging work.
12. Corrections and withholding of certificates: The Charterer may make any corrections or modifications in any previous certificate for payment which shall have been issued by him. The Charterer shall have power to withhold approval of any further certificate for payment if the work is not being carried out to his satisfaction after giving notice of the unsatisfactory work within 7 days.
13. Navigable channel to be kept free throughout the period of the contract, the Owner shall ensure that the work is carried out without causing any obstruction or interference to the normal traffic in the Harbour. The Owner's craft and personnel shall at all times adhere to the established rules of the Port and comply with any directions in respect of navigation in the harbour that may be issued from time to time by the Dy. Conservator.
14. The dredger will be available for VHF contact on channel 16/06 at all times during its working hours and dredging operations may be stopped by the Dy. Conservator if the dredger does not respond to calls on VHF (Channel 16/06) by the Signal Station, Harbour Master, Duty Pilots. This stoppage of work will not count towards idle time charges or extension.
15. The estimated dredging quantity of 8,04,000 Cum shall be completed in 12 operational days with in the contract period of 14 days.

## vii) ADDITIONAL CONDITIONS

**The following additional conditions are added.**

**1. Details to be Confidential**

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

**2. Drawings and Photographs of the Work**

The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractor without the prior approval of the Engineer in writing and no such photograph shall be published or otherwise circulated with the approval of the Engineer in writing.

**3. Life Saving Appliance and First Aid Equipments**

The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirement of ILO Convention No.62. The appliances and equipment shall be available for use at all times.

**4. Contractor's Temporary Moorings**

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

**5. Port Authority Rules**

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

The Contractor shall always observe and comply with the working rules and regulations of the

Port Authority in force or as issued from time to time. The Contractor's plants, equipments, floating crafts, dredgers, materials etc. which are brought to site for facilitating the proper execution of the contract work within the port area are not liable to port dues and charges like wharfage, berth hire and other charges during the period of contract.

**6. Contractor's Temporary Works, Office etc.**

The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary Works such as office, store, falsework and temporary platforms, pre-casting yard, workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Chief Engineer.

These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as New Mangalore Port Authority, Police, Customs, etc. would be complied with.

**7. Submission of Reports Returns etc.**

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

**8. Other Facilities – Survey Launch, Routine Boat etc.**

The Contractor shall make available to the Engineer/authorised Surveyor of the Employer and his representatives the use of survey launch, the services of experienced chainmen and other trades men as and when required by the Engineer/authorised surveyor of the Employer/ for assisting in measuring, supervising, checking or testing the Works at any time at his cost. The berth charges for the survey launch, routine boat, dredger for berth face dredging and for other crafts to be deployed for the dredging work during the contract period are to the account of Employer.

**9. Departmental Tools & Plants**

The Department may make available Tools & Plants to the Contractor on request for the work at the Departmental rates if available.

**10. Access to Data**

Data made available by the Employer in accordance with Sub Clause 11.1 of Particular

Application shall be deemed to include data listed elsewhere in the contract and open for inspection at the office of Chief Engineer (Civil) of the New Mangalore Port Authority (by prior appointment with the Engineer).

**11. Language Ability of Contractor's Representative**

The Contractor's authorized representative shall be fluent in English.

**12. Language Ability of Superintending Staff**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of English or the Contractor shall have available on site at all times, a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

**13. Sunken Equipment**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any materials or things therein or therefrom sink from any cause whatsoever, it shall immediately be reported by the Contractor to the competent authority and the Engineer's representative, and the Contractor shall forthwith, at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as the Engineer may direct.

The fact that such sunken equipment, materials or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this Clause to raise and remove the same.

Until such sunken equipment or materials or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the competent authority or by the Engineer's representative.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the Employer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the Employer to hold the contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

**14. Labour Laws and Regulations**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye-laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and Act that may be passed in future either by the State or Central Government or local authority

including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Provident Fund Regulation, Employees State Insurance Act 1948, Factories Act, Minimum Wages Act, Employees Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here forth on the part of the Contractor, Engineer shall have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The Contractor shall maintain the records prescribed under ESI Regulations and make the contribution towards ESI in respect of persons employed by the Contractor. The Contractor shall also make available such records for inspection by ESI Inspector during the inspection and furnish copies of all such records to Employer regularly.

#### **15. Fair wages, Records, Inspection**

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

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

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

#### **16. Reporting of Accidents**

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

#### **17. Observance by Sub-Contractors**

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

**18. Port Entry Permission**

The Contractor shall submit prior application for Port Entry Passes to the concerned Port authority for his labours and the staffs engaged in the works. The passes will be issued free of cost. The Contractor shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

However RFID card to be purchased from Pass section at contractor's cost. The cost of each card is Rs. 150/- approx. (subject to amendments)

**19. Site – Protected Area**

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

However, no charges will be levied for the individual passes or the permits for the vehicles of the Contractor or his sub-contractors for the bonfires use of the work.

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

**20. Progress Report**

The Contractor shall submit a daily and weekly progress reports to the Engineer. The day on which the report is to be submitted and the format of the report shall be agreed with the Engineer.

**21. Vesting**

All Contractor's equipment, temporary works and materials owned by the Contractor or by any Company in which the Contractor has a controlling interest, shall, when on site, be deemed to be the property of the Employer. Provided always that the vesting of such property in the Employer shall not prejudice the right of the Contractor to the sole use of said Contractor's equipment, temporary works and materials for the purpose of the works nor shall it affect the Contractor's responsibility to operate and maintain the same under the provisions of Contract.



**22. Re-vesting and Removal**

Upon the removal with the consent of the Engineer under Sub Clause 54.1 of any such Contractor's equipment, temporary works or materials as have been deemed to have become the property of the Employer under Sub Clause 54.2, the property therein shall be deemed to re-vest in the Contractor and upon completion of the works, the property in the remainder of such Contractor's equipment, temporary works and materials shall subject to Clause 63, be deemed to re-vest in the Contractor.

**23. Contractor to obtain information**

The Contractor shall obtain all relevant information regarding procedure for the import and subsequent re-export of Contractor's Equipment and materials from the Chief Controller of Imports and Exports, and the Ministry of Shipping, New Delhi and shall have informed himself on the details of Customs charges and drawback regulations applicable to the items of Contractor's Equipment. The Contractor shall provide the necessary guarantee bonds where these are required by the Customs notwithstanding that import licenses may be granted in the name of the Employer.

**24. Import of Plant and Equipment**

The Contractor shall pay (and the rates and prices named by him in the priced Bill of Quantities shall include) all import and Customs Duties, Excise Tax, freight and insurance charges, harbour dues, pilotage, wharfage, port rates, tolls landing charges and all other dues in respect of plant and equipment, ancillaries, spares, oil, lubricants, etc. imported into India in connection with the Works.

**25. Submission of List of Plant and Equipment**

Within seven days of the receipt of the Engineer's Order to commence work, the Contractor shall submit to the Employer/Engineer his firm list of plant, equipment, floating craft and essential spares that he proposes to provide/import for the execution of the Works. All the floating craft and plant to be utilised shall be in good working order and seaworthy condition and shall fully meet the requirements of the Mercantile Marine Department of Government of India and of the Employer in all respects. Within the above said period, the Contractor shall obtain the necessary endorsements from the Employer on the list of re-exportable plant and equipment and essential spares for the execution of the work and expeditiously get all the importation formalities completed.

**26. Licences for operating Indian/ Foreign Dredger .**

Any foreign dredger to be deployed for dredging operations should obtain Specific Period Licence under Section 406 or 407 of the Merchant Shipping Act 1958 from the Directorate

General of Shipping, Ministry of Shipping, RT & H , Government of India, Mumbai- 400 030 for the period and location of Dredging operations. Non obtaining of such Licence would be deemed to be in contravention of the provisions of the Merchant Shipping Act, 1958 of Government of India and for any loss of time/ money on account of this , the Port will not be responsible. Employer will give necessary recommendation letter to the Contractor for submission to the DG (Shipping).

As per the Ministry of Shipping office memorandum dated 19.12.2012 security clearance for the dredging companies is a statutory requirement. Therefore the bidders are requested to submit the details as per the format enclosed Annexure – E while submitting your tender.

**Licenses, Permits etc.:**The Contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for his crafts and also for the procurement of any spares that he may require during the progress of the Works. The Contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or hold – up occurs in the execution of Works.

**27. Re-export of Imported Plant, Equipment, Ancillaries, Spares etc.**

All imported plant, equipment, ancillaries, spares etc. shall, on or before the completion of the works or extended time of completion as the case may be, be re-exported by the Contractor. In the period between the importation and re-exportation, the Contractor shall not sell, auction or in any other way dispose off any equipment, Materials or spares or any part thereof. The consumption or use of, spares and materials in a manner properly connection with the execution of the Contract shall not be deemed to be any such or disposal and the Contractor shall not be liable to account for these in the matter of re-exportation. All worn out parts replaced by spares shall be retained and re-exported, except those irretrievably lost during operation.

**28. Berthing facilities for Maintenance/Repairs**

For maintenance, repairs, bunkering etc. of Contractor's dredger and other floating crafts deployed, the Employer will provide suitable berthing facilities free of cost during the contact period to the contractors as and when available / necessitated for a maximum period of 3 days in a spell, the spell will not be less than 15 dredging days. For the period exceeding 3 days, if any, the berth charges will be to the account of the contractor at the prevailing scale of rates in the Port. However during Monsoon Dredging the No. of days specified in the BOQ shall be considered as one spell.

**29. Hot work**

Welding / Gas cutting / Hot work on board the dredger or any floating plant/craft shall be done

only with the prior permission of Port Fire and Safety Officer and such times and in locations as approved by him subject to compliance with the conditions imposed by Deputy Conservator and Chief Fire Officer of New Mangalore Port.

**30. Pilotage**

Pilotage will be applicable as per NMPA requirements.

**31. Damage to the dredger :**

The port will not be responsible for any damage suffered by the dredger due to failure of the dredger or error of the dredge master / vessel crew or any reason whatsoever. The contractor shall have to replace the dredger with a dredger of suitable type and capacity or higher in case of obsolescence or damage due to faulty operations.

\*\*\*\*

NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**Tender for**

“ Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26.

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract
- iv) Technical Specifications
- v) Additional Conditions of Contract
- vi) Appendix to Tender**
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

**APPENDIX TO TENDER**

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
Employer's Name and Address		Shri A V Ramana Chairman New Mangalore Port Authority, Panambur, Mangalore – 575 010
Engineer's Name and Address		Shekhar Balwant Lagwankar Chief Engineer (Civil) New Mangalore Port Authority, Panambur, Mangalore – 575 010
Time for Completion of the Work	NIT	Monsoon dredging – 12 days during July / August 2025
Electronic Transmission Systems		E-mail
Governing Law	Box 16	Constitution of India
Ruling Language	11	English
Language for Communication	12	English
Time for Access to the Site		The site will be handed over immediately after issue of Notice to proceed with the work.
Amount of Performance Security	34,2	10% of the Accepted Contract price in Rupees in the form of Bank Guarantee of a Nationalized/ Scheduled Bank (except Co- operative Bank) having branch in Mangalore.

Item	Sub- Clause	Data
Normal Working Hours		24 Hrs. per day / seven days per week
Liquidated damages	18	0.15% per week or part thereof subject to maximum of 10% of contract value. If the delay is for part of week, whole week is considered for purpose of computation of LD
Variation	8	<b>Not applicable</b>
Number and Timing of the Installments	6	First and final bill after completion of work
Currency of payment	1.33	In Indian Rupees
Site facilities	28	The scale of rate for licensing of land is as per TAMP rate subject to revision and escalation from time to time.
Periods for submission of Insurance:	11	Before Commencement of work
a) evidence of insurance relevant policies	11	Before Commencement of work
b) Insurance	11	Rupees Twenty five lakhs per occurrence with number of occurrences unlimited

**Initials of Signatory of Tender**

NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/65/2024-25-21 Date: 18-02-2025

**Tender for**

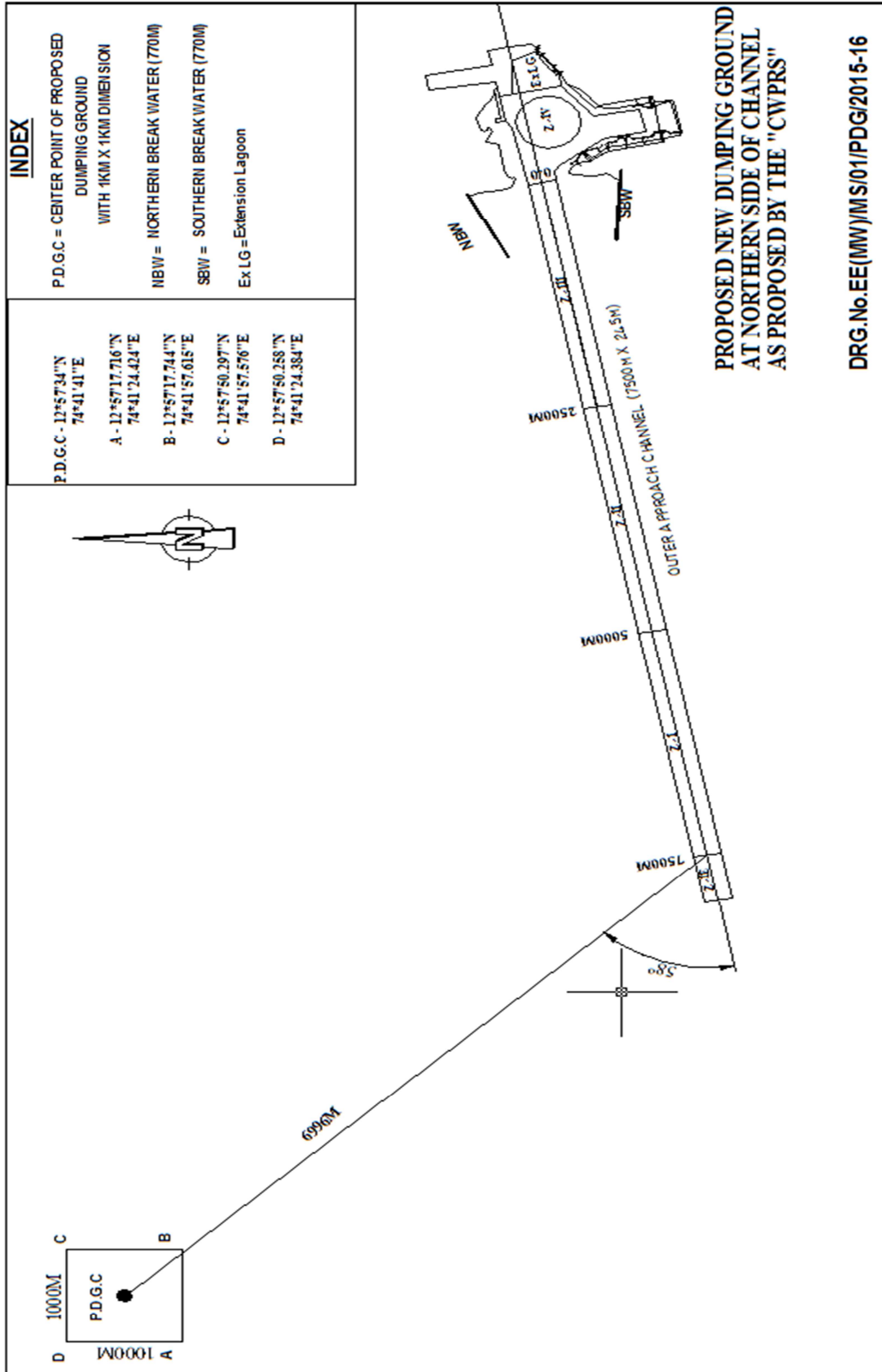
**“Maintenance Dredging during Monsoon at New Mangalore Port for the year 2025-26”**

**Volume I**

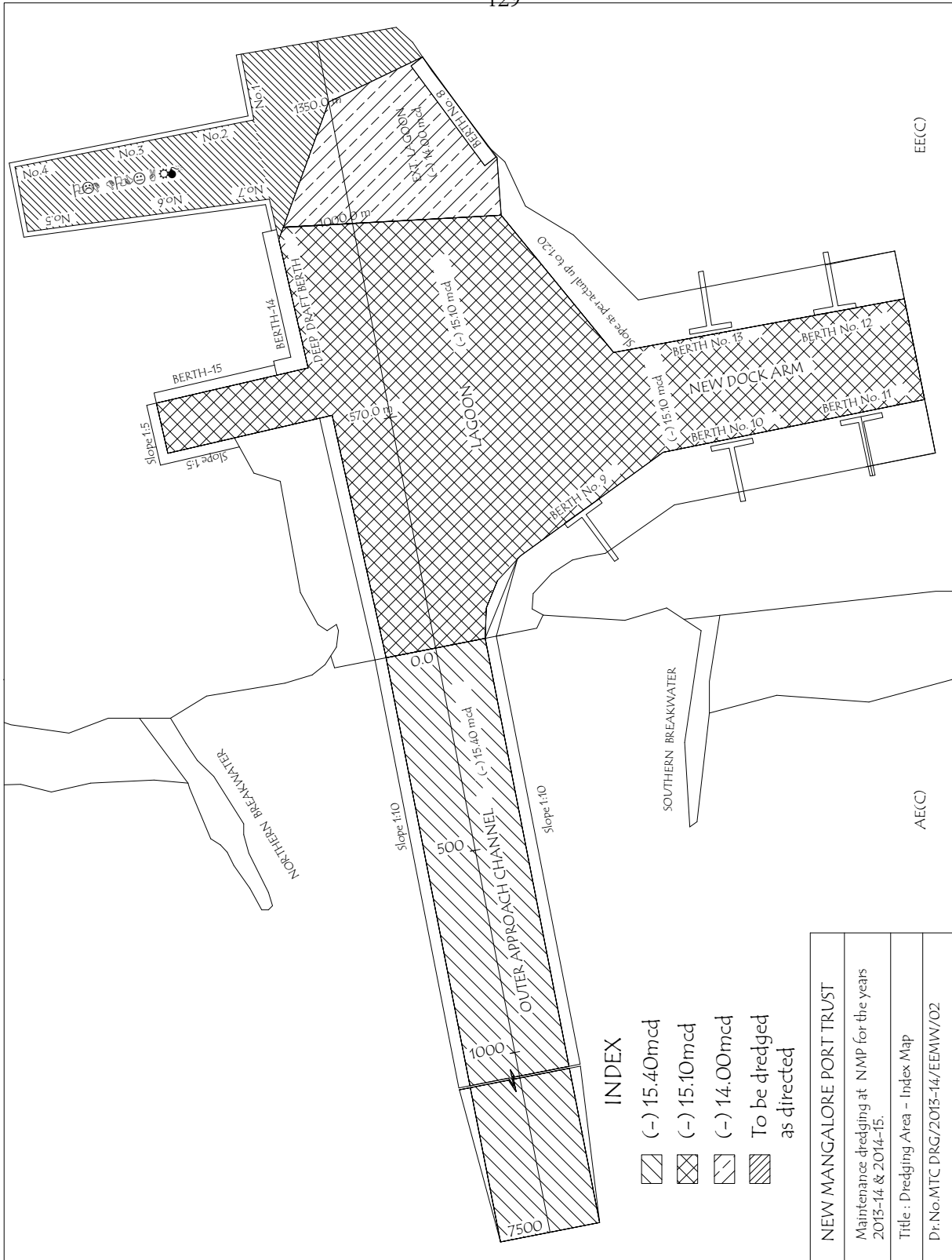
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





EE(C)

AE(C)

INDEX

-  (-) 15.40mcd
-  (-) 15.10mcd
-  (-) 14.00mcd
-  To be dredged as directed

NEW MANGALORE PORT TRUST
Maintenance dredging at NMP for the years 2013-14 & 2014-15.
Title : Dredging Area - Index Map
Dr.No.MTC DRG/2013-14/EEMW/02

**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
Panambur, Mangalore  
TENDER DOCUMENT**



Maintenance Dredging during Monsoon at New Mangalore Port for the  
year 2025-26

Tender No. CIVIL/CE(C)/EE(C)/65/2024-25 Date:

**VOLUME -II**

**FINANCIAL BID**

## INDEX – Vol. II

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1	<b>PREAMBLE TO BILL OF QUANTITIES</b>	<b>132 - 137</b>
2	<b>BILL OF QUANTITIES</b>	<b>138 - 139</b>
3	<b>FORM OF BID</b>	<b>140 - 142</b>

## **PREAMBLE TO BILL OF QUANTITIES**

### **1. The Bill Of Quantities**

The Bill of Quantities comprises the Preamble, the Bill

### **2. The Quantities**

The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

### **3. Method of Measurement**

The works as executed subject to the tolerance mentioned will be measured for payment in accordance with the method specified under the items as therein set forth notwithstanding any custom to the contrary. The net measurement of the finished work in place will always be taken and, except where otherwise stated or separate items are provided, no allowance will be made for waste such similar items etc. Interim certificates shall also be issued based on survey carried out in the particular area.

Unless otherwise mentioned in the description of the item, this bill of quantities shall be applicable for work in any depth, height, position or condition.

### **4. Rates And Prices**

The rates and prices in the Bill of Quantities shall, except where otherwise provided in the Contract, cover all obligations of the Contractor under the Contract and all matters and things necessary for the proper completion and maintenance of the works. The Bidder shall not modify the items given in Bill of Quantities.

5. **ARITHMETICAL ERRORS (deleted)**

6. **Reference**

Descriptions given in this Section are brief references only and the Tenderer is referred to the Conditions of Tender / Contract, Scope of Work and Specifications for the full descriptions and instructions. The clauses of the Conditions of Tender / Contract and of the Specification will be equally binding as if they had been fully repeated in the Bill of Quantities and the Contractor must allow for this in his prices. Furthermore, the clause numbers when quoted are for reference only and are not guaranteed as comprising of the whole of the relevant descriptions or instructions. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Tender / Contract and Specification and carrying out the work as shown in the Drawings will be deemed to be spread over and included in the prices stated in the Bill of Quantities unless expressly the subject of a specific item.

7. **Prices Also Deemed To Include**

Rates shall be comprehensive and all inclusive for inter-alia:

- a) All obligations imposed by the Contract
- b) Complying in every respect with the requirements and the considerations of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs.
- f) Fitting and/or fixing materials and goods in any position, hoisting to any height/depth, temporary storage.
- g) All plant, equipment and tools etc.
- h) Any additional labours associated with measured items.
- i) All survey work and investigations.

All measurements are net and the rates shall include for all items connected, with the trade or traditional allowances. Where the work "allow" is used the cost of the items shall be the responsibility of the Tenderer.

Certain sections of the works which are dependent upon site conditions may not represent the eventual extent of the works to be executed and may be subject to complete re-measurement. The Contractor shall carry out additional quantity of dredging if any, required to meet the obligations under this Contract at the same quoted rates as per respective Bills.

The contractor should leave the whole of the works ready for immediate occupation to the satisfaction of the Engineer including removal of rubbish, debris or excess spoil from the site area and taking over and cleaning all unused parts of the site area.

### **8.0 Constructional Plant and Equipment**

The rates entered in the Bill of Quantities shall include all costs incurred in the provision, transportation to site, testing, licensing, complying with relevant regulations, setting to work, operation including all fuel and consumable stores, maintenance, and removal from the Site upon completion of the Works.

### **9.0 Rates and Sums to be for Works Complete**

Notwithstanding any limits which may be implied by the wording of the individual items and/or the definitions in this Preamble, it is to be clearly understood by the Tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete in every respect and he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the Works in accordance with the Contract.

No claim will be considered for further payment in respect of any work or method of execution which may be described in the Contract or is inherent in the execution of the work and detailed in the Drawings on account of (a) items having been

omitted from the Bill of Quantities or (b) any preamble or (c) no mention of such work or method of execution having been made in the Preamble.

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not will be regarded as covered by other rates in the Bill of Quantities.

### **10.0 Payment of Lump Sums For Permanent Work**

Interim payment of money under items of permanent work as lump sums will be made on the basis of the estimated percentage completion of the work covered by such items at the time to which interim measurement relates.

### **11.0 Payment for Dredging**

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

### **12.0 Over Dredging**

Payment for dredging below the specified dredging levels shall be made in accordance with the tolerances given in the specification.

The Contractor shall bear the cost of any remedial measures ordered by the Engineer in areas where over-dredging is not acceptable.

### **13.0 Mobilisation and Demobilisation**

Mobilization and demobilization of specific types of plant shall include all ancillary and associated equipment, personnel etc. to enable the plant to operate in productive manner on the site. In case additional plant and personnel beyond those included in BOQ have to be mobilized to site for successful completion of the project in scheduled time as decided by the Engineer, the same shall be done by the contractor at no extra cost including demobilization.

### **14.0 Protection of Works and Cleaning Up on Completion**

The Tenderer shall allow in his rates for protecting existing conditions and completed works from damage, making good all damage due to any cause whatsoever, for clearing away rubbish as it accumulates and leaving the site and buildings in a tidy condition to the satisfaction of the Engineer.

### **15.0 Existing Services And Installations**

The rates entered by the Tenderer in the Bill of Quantities will be deemed to allow for any additional costs incurred in working adjacent to or across existing services and installations which serve the Engineer at present.

### **16.0 Rates And Sums To Bear Proper Relation To Work Described**

The rates and sums entered by the Tenderer against all items in the Bill of Quantities must bear a proper relationship to the cost of carrying out the work described in the Contract. All prices and similar charges which are applicable to the Contract as a whole are to be spread over all the rates in the Bill of Quantities, whilst those which apply to particular sections of the Contract are to be spread only over the items to which those sections refer.

### **17.0 Underwater and Tidal Works**

The Contractor shall be deemed to have ascertained for himself the extent to which the work has to be carried out underwater or in the tidal conditions, and his rates and prices shall include for all costs and prices arising out of such working.

### **18.0 Interruption to Work**

Payment will be made for standing time occasioned by interruptions to work due to maritime traffic or other reasons beyond the contractors control as stated in the specifications subject to the agreement of the Engineer.

Rate of standing time shall be deemed to include for all associated and ancillary plant related to the activities of the major unit of plant which have been delayed. Delay periods will be based on actual length of time of the delay and any consequential loss of time taking account of the normal



working method of the unit of plant which has been delayed.

### 19.0 Abbreviations

The following abbreviations are used in the Specification and Bill of Quantities:

ASTM	American Society for Testing and Materials
BS	British Standard
CD	Chart Datum
Cum.	Cubic metre
Dia.	Diameter
Drg. No.	Drawing Number
Hr.	Hour
Incl.	Including
IS	Indian Standard
IST	Indian Standard Time
Kg/K.G.	Kilogram
Km./K.M.	Kilometre
L.S.	Lump sum
L.S.	Lump sum
m	Metre
Max.	Maximum
Min.	Minimum
mm	Millimetre
No.	Number
No./Nos.	Number/Numbers
R.C.C.	Reinforced Cement Concrete
Ref.	refer
Rs.	Rupees
Sq. millimeter	Square Millimeter
Sqm	Square metre
Wt.	Weight

## **BILL OF QUANTITIES**

**Name of work:-MAINTENANCE DREDGING DURING MONSOON AT NEW MANGALORE PORT FOR THE YEAR 2025-26**

Item No	Details of work/specifications	Qty	Unit	Rate in figure & words (Rs)	Total Amount (Rs)
1	<p>Maintenance Dredging during Monsoon (July/August) on Day Rate Basis by deploying Traylor Suction Hopper Dredger of hopper capacity not less than 6000 Cum and to be dredged the materials (sediments / solids comprising of silt/sand/clay) @ 67000 Cum (Minimum) per day (24 hrs) in Zone III of Outer Approach channel and adjoining part of lagoon, Zone-IV including the are as directed by the Engineer in charge in all types of soil from the existing levels upto the depth desired by the port at the time of dredging the area, upto minimum 5 mts. away from Fender Face of the berth(s), including Fuel escalation, Mobilisation &amp; Demobilisation charges for TSHD including Survey launch, routine boat and hire charges of all plant &amp; equipment, cost of labour, materials and consumables etc., and transporting and dumping the contour in the Centre line of the Outer Approach Channel</p> <p>The following formula will be adopted for hopper measurement of materials in Trailer Suction Hopper Dredger Volume of solid= VM=TDM /SM.  TDM = (SN-SW)xVTxSM (SM-SW)  Where TDM =Tonnes of dry material  SN =Average density of the wet load=GT/VT  VT =The total volume of the load just before dumping  GT = The total weight of the load is the net hopper load after</p>	12	Days		

	<p>subtracting load just before dredging TDS from total hopper load just before dumping  Reading of DLM (Draft load monitor) before dumping shall compare with draft page of DLM as per hydrostatic table. DLM load reading or draft displacement as per Hydrostatic table before dumping whichever is minimum shall be considered as Net hopper load  SM=Bulk Wet density of dredged materials  <b>Reduction of rate will be applied on pro-rata basis for short fall in specified minimum quantity dredged and charter hire charges shall be paid accordingly.</b>  If the dredger works for less than 24 hrs and complies with minimum fixed production per day, then hire charges per day for operational hours on pro-rata will be paid.  Quantity for the year 2025 =12 Days</p>				
2	Charter rate for non-working	1	Hrs		
<b>Total Quoted amount in Figures Rs.</b>					

(Rupees .....

**Note:**

- 1) GST as applicable will be paid separately in the Tax invoice.
- 2) Contractor shall file the applicable returns with Tax department in time and submit the same as documentary evidence.

**SIGNATURE OF TENDERER**

<b>SPECIMEN FOR FORM OF BID</b>
---------------------------------

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

*[The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title]*

To: *[insert complete name of Port]*

We, the undersigned, declare that:

- (o) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes];*
- (p) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.};*
- (q) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*
- (r) The discounts offered and the methodologies for their application are:

**Discounts.** If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

- (s) Our tender shall be valid for the period of time specified in **ITB Sub-Clause 2.3.3)** from the date fixed for the Tender submission deadline in accordance with **ITB Sub-Clause 5, ITT Sub-Clause 24.1)**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **ITB Sub-Clause 2.3**.
- (t) If our tender is accepted, we commit to obtain a performance guarantee in accordance with **ITB Sub-Clause 4.2** for the due performance of the Contract, as specified in specimen form for the purpose;
- (u) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor]*;
- (v) We have no conflict of interest in accordance with **ITB Sub-Clause**.
- (w) Our firm, its affiliates or subsidiaries – including any subcontractors or Contractors for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.
- (x) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB Clause 6.0** and as per specimen form the purpose;
- (y) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (z) We also make a specific note clauses of ***[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]*** under which the Contract is governed.
- (aa) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No., and mail-Id and also the Complete Postal Address of the Firm.
- (bb) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of : *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*