



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



TENDER DOCUMENT FOR
“REPLACEMENT OF EXISTING FIRE FIGHTING
PIPELINES AT BERTH NO. 12”

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1. NOTICE INVITING TENDER

N.I.T. No. CME-03/2025-26

Date: 25/06/2025

TITLE OF WORK: "REPLACEMENT OF EXISTING FIREFIGHTING PIPELINES AT BERTH NO. 12".

1	निविदा संख्या सीएमई-03/2025-26 TENDER NO. CME-03/2025-26 निविदा आईडी: 2025_NMPT_865975_1/ Tender ID: 2025_NMPT_865975_1	Date: 25/06/2025
2	निविदा का तरीका / MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	एनआईटी की तारीख पार्टियों के लिए डाउनलोड करने हेतु उपलब्ध है।/ Date of NIT available to parties to download.	25/06/2025 at 10.00 hrs
4	ऑनलाइन प्री-बिड क्वेरी प्रस्तुत करने की आरंभिक तिथि / Date of Starting of online Pre-bid query submission	25/06/2025 at 10.00 hrs
5	ऑनलाइन प्री-बिड क्वेरी प्रस्तुत करने की अंतिम तिथि / Date of Closing of online Pre-bid query submission	02/07/2025 at 15.00 hrs
6	निविदा हेतु अनुमानित राशि / Estimated amount put to Tender	Rs.2,12,50,950/- (Rupees Two Crores Twelve Lakhs Fifty Thousand Nine Hundred and Fifty Only) excluding GST
7	बयाना राशि / Earnest Money Deposit	Rs.5,01,600/- (Rupees Five Lakhs One Thousand Six Hundred only) or exemption certificate as per clause No 2.1.9 of ITT.
8	निविदा शुल्क / Tender Fees	Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.1.9 of ITT
9	http://eprocure.gov.in/eprocure/cpp पर ऑनलाइन बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि/ Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	03/07/2025 at 10.00 HRS
10	बोली प्रस्तुत करने के लिए ई-निविदा बंद होने की तिथि/Date of closing of e-Tender for submission of Bid.	16/07/2025 at 15.00 HRS

11	तकनीकी बोली खोलने की तिथि और समय / Date & Time of opening of Technical Bid.	17/07/2025 at 16.00 HRS
12	मूल्य बोली खोलने की तिथि और समय / Date & Time of opening of Price Bid	To be communicated separately
13	समापन अवधि / Completion period	<p>(i) The time allowed for mobilization of materials, fabrication and delivery of components to NMPA site is 90 days from the date of issue of work order.</p> <p>(ii) Erection work at site shall be commenced within 90 days from the date of issue of work order. The time allowed for completion of erection work at site is 90 working days, after mobilization period of 90 days for procurement of materials, pre fabrication and delivery at NMPA site.</p> <p>(iii) During Berthing of Oil Tankers at Oil Jetty, the permission for carrying out the Chipping/Hot Work will not be allowed. Number of days for the completion of the work will be counted the days of non-occupancy of tankers in the respective Berths.</p>
14	निविदा की वैधता. /Validity of Tender.	120 days from the date of opening of tender (Tech. Bid)
15	संचार के लिए पता /Address for communication:	<p>Chandrashekar, Executive Engineer (Mech.), Room No.234, 2nd Floor, Technical Cell, Mechanical Engineering Department, NMPA, Panambur, Dakshina Kannada, Karnataka - 575010</p> <p>Mobile No.8217740037</p> <p>Email: chandrashekar.vn@nmpt.gov.in</p>

Note: Amendments to the tender (if any) will be issued only through web site

www.newmangaloreport.gov.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

Sd/-
Executive Engineer (Mechl).

2. INSTRUCTIONS TO THE TENDERERS (ITT)

- 2.1 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.
- 2.1.1 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.
- 2.1.2 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 2.1.3 The e-token that is registered should be used by the bidder and should not be misused by others.
- 2.1.4 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 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.
- 2.1.8 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 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
- 2.1.9 Bidder shall remit EMD and Tender Fee as specified in the tender. Exemption shall be applicable to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and Certificate on procurement from countries sharing land border 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. Valid document to prove eligibility for exemption from EMD and Tender Fee should be submitted along with Technical Bid.
- 2.1.10 The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
- 2.1.11 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.
- 2.1.12 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.
- 2.1.13 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.

- 2.1.14 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.
- 2.1.15 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 2.1.16 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.
- 2.1.17 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.
- 2.1.18 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.
- 2.1.19 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.
- 2.1.20 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.
- 2.1.21 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).
- 2.1.22 Tender Fee and EMD shall be submitted along with the Part I- Technical BID. BID submitted without Tender Fee and EMD, will not be considered for evaluation and shall be rejected summarily. The benefit of Exemption of EMD and Tender Fee shall be applicable for this tender. Valid document to prove eligibility for exemption from EMD and Tender Fee should be submitted along with Technical Bid. The bidders shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.

2.2 Technical Bid shall contain the following :

- 2.2.1 Earnest Money Deposit of Rs.5,01,600/- (Rupees Five Lakhs One Thousand Six Hundred only), as detailed in Clause No. 2.6. Failure in submission of EMD will result in summary rejection of bid, except in the case as per Clause No. 2.1.9.
- 2.2.2 TENDER FEE of Rs.1680/- (Rupees One Thousand Six Hundred Eighty only) inclusive of 12% GST. Failure in submission of Tender Fee will result in summary rejection of bid, except in the case as per Clause No. 2.1.9.
- 2.2.3 Power of Attorney in case of Company/Partnership firm as per Annexure-9.
- 2.2.4 The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled, along with amendments issued by NMPA if any.
- 2.2.5 MQC documents listed as per Clause Nos. 2.4.1 & 2.4.2

- 2.2.6 Particulars of tenderer – Annexure 1
- 2.2.7 Financial turnover – Annexure 2
- 2.2.8 Details of experience – Annexure 3
- 2.2.9 Tender form – Annexure 4
- 2.2.10 Format for Declaration – Annexure 8
- 2.2.11 Format of Power of Attorney – Annexure 9
- 2.2.12 Format for proprietorship – Annexure – 10
- 2.2.13 Dispute Review Board Agreement – Annexure 11
- 2.2.14 Details of ongoing Contract – Annexure 12
- 2.2.15 Bank information for E-payment – Annexure 13
- 2.2.16 Integrity Pact – Annexure 14
- 2.2.17 Undertaking of Indemnification – Annexure 15
- 2.2.18 Verification of local content – Annexure 16
- 2.2.19 Certificate for tenderers / bidders sharing land border - Annexure 17
- 2.2.20 Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -18
- 2.2.21 Undertaking for site visit as per Annexure 19
- 2.2.22 Copies of the GST Registration Certificate and PAN card to be submitted

2.3 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out- right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when the works are executed and such prices shall be deemed to have been covered by the other rates and prices in the Bill of Quantities.

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

2.4.1 **FINANCIAL CRITERIA:** The Bidder should have an average Annual financial turnover of **Rs.63,75,285/-** for the last 3 financial years 2021-22, 2022-23 & 2023-24.

2.4.1.1 Documentary evidence duly self attested viz – Auditor’s Certificates (with UDIN No) / balance sheet / profit and loss statement for the three years shall be uploaded along with the bid.

2.4.1.2 If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2024. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Example: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/- (Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure-8, then the contractor can Bid only for the remaining Financial Capacity i.e. Rs.6,00,000/-(Rupees Six lakhs only)}

2.4.2 The Tenderer shall have successfully completed Similar Works during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited. Value of such completed similar works should be either of the following:

One similar completed work costing not less than Rs. 1,70,00,760/- excluding GST.

OR

Two similar completed works each costing not less than Rs. 1,06,25,475/- excluding GST.

OR

Three similar completed works each costing not less than Rs. 85,00,380/- excluding GST .

Note: “Similar Works” means either of the following

- a. Supply and Laying of petroleum or petroleum product pipeline/ Fire Fighting pipelines at any Ports/ Oil Refineries/ Hydrocarbon handling or storage installations.
- b. Laying of petroleum or petroleum product pipeline/ Fire Fighting pipelines at any Ports/ Oil Refineries/ Hydrocarbon handling or storage installations.

In order to meet the Technical criteria as per clause No 2.4.2 above, the bidder shall submit the self-attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion. In case the similar work has been executed for any private body, the bidder will be required to produce the tax

deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

If the similar work carried out on sub-contract basis, then permission obtained by the prime contractor from the client for sub-contracting should be submitted.

Work Order/Work Completion Certificate submitted by the bidder will be sent for client confirmation.

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

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

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

2.5 General Instructions to Tenderers:

2.5.1 **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.

2.5.2 **Availability of Tender Documents:** Tender document can be downloaded from NMPA website www.newmangaloreport.gov.in and <https://www.eprocure.gov.in/eprocure/app> of CPP portal.

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

2.5.4 **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.

2.5.5 **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. The costs of visiting the site shall be at the Bidders' own expense.

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

2.5.7 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:** No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date.

Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.6 of Tender Document.

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

2.5.9 **PRE BID QUERIES:** Pre-bid queries shall be uploaded online only in the e-procurement portal on or before 02/07/2025 at 15:00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/CPPP websites. No pre-bid meeting will be held with the prospective Bidders.

2.5.10 **Amendment of Bidding Documents:** Any modification of the tender documents as a result of any ambiguity 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. Such addenda shall be submitted by the Tenderers as part of Part I of their bid. The responsibility of downloading such addendum / amendment from NMPA website or CPP portal fully lies with the bidder.

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

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

2.5.13 **RATES TO BE INCLUDED FOR ALL EXPENSES**

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

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

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

2.5.14 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**

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

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

2.5.15 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they

2.5.15.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or

2.5.15.2 Submit more than one Tender in this Tendering process.

2.5.16 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.14, at the date of contract award, shall be disqualified.

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

2.5.18 **BIDDER TO INFORM HIMSELF FULLY**

2.5.18.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

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

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

outcome of the tendering process.

2.6 EARNEST MONEY DEPOSIT (EMD)

- 2.6.1 The tender shall be accompanied by Earnest Money deposit of Rs.5,01,600/- (Rupees Five Lakhs One Thousand Six Hundred only) inclusive of 18% GST. EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, Bank Guarantee or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Proof of submission of EMD should be uploaded along with bid.
- 2.6.2 Note : If EMD is submitted in the form of BG, it shall be from a Nationalized Bank/Scheduled bank in the format as per Annexure 6. The issuing bank shall directly submit BG to NMPA through SFMS with IFSC code: ICIC0000014 (ICICI Bank). In addition, physical BG should also be submitted to NMPA.
- 2.6.3 BG shall comply with the requirements for digital confirmation of BG. Noncompliance of these requirements will result in rejection of BG and in turn rejection of bid for non-submission of EMD. BG will not bear any interest.
- 2.6.4 The benefit of Exemption of EMD is applicable for this tender to all Micro and small enterprises (MSE). Such entities shall upload with their offer, with 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.
- 2.6.5 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening, the tender shall be cancelled and EMD shall be forfeited. Applicable GST shall be recovered on forfeiture of EMD.
- 2.6.6 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) after execution of Agreement.
- 2.6.7 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
 - 2.6.7.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.6.7.2 The successful Bidder fails within the specified time limit to:
 - 2.6.7.2.1 Sign the Agreement AND / OR furnish the required Performance security.
 - 2.6.7.2.2 Fail to commence the work on the specified date as per LOA/Work order.
 - 2.6.7.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

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

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

2.8 TENDER OPENING AND EVALUATION:

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

2.8.2 **SCRUTINY AND EVALUATION OF THE TENDER**

- 2.8.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) accompanied by EMD & Tender fee, (b) has been properly signed by an authorized signatory holding Power of Attorney in his favour (c) meets the eligibility criteria defined at clause 2.4.1 & 2.4.2, and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.8.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.8.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.8.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's

bid.

- 2.8.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- 2.8.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.8.3 **OPENING OF PRICE BID:**

- 2.8.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- 2.8.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 2.8.3.3 The Bidders has to quote the rate for the subject work in the price Bid format excluding GST.
- 2.8.3.4 The evaluation shall be done on the basis of **lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- 2.8.3.5 Further, in order to promote the Make in India Initiative by the Government of India, Class I Local suppliers shall get purchase preference over Class II local suppliers as well as Non local supplier as per the following procedure :-
- 2.8.3.5.1 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
- 2.8.3.5.2 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject to Class –I local

Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

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

Note : The Class I local supplier/Class II Local Supplier shall submit the self attested copy of Annexure 15 compulsorily along with the Bid clearly indicating the percentage of local content and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

- 2.8.3.6 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 7 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

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

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

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

2.9 AWARD OF CONTRACT

- 2.9.1 **Award Criteria:** The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause No.2.4.1 and 2.4.2.

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

Notwithstanding Clause no 2.8, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without

thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.11 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.11.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the “ letter of acceptance”) will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”).
- 2.11.2 The notification of award will constitute the formation of the contract.
- 2.11.3 The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 5 with such modifications as may be necessary. The agreement will incorporate all correspondence between the employer and the successful bidder. The agreement to be executed on a non-judicial Stamp paper of value Rs.500/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 14 Days from the Date of issue of LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.12 PERFORMANCE SECURITY: Performance Security for a sum equivalent of 10% of the total contract value including GST shall be submitted in the form of (i) Insurance Surety Bonds or (ii) Account Payee Demand Draft or (iii) Fixed Deposit Receipt from a Commercial Bank or (iv) Bank Guarantee from a Commercial Bank in the approved format or (v) online payment. Performance Security shall be submitted within 14 days from the date of issue of LOA/Work Order. The Performance security shall be kept valid for the total contract period and Guarantee for one year, plus Three Months claim Period. Thereafter, the total of 10% of Performance Security shall be released to the Contractor after successful completion of the Guarantee Period, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No. 2.6 of ITT.

2.13 Failure to furnish Performance Security and Signing of Agreement as per Clause 2.12 & 2.11 will result in cancellation of Work order, disqualification of bidder, forfeiture of EMD.

2.14 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

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

Sd/-

Executive Engineer (Mechl).

3.0 GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 DEFINITIONS

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

- 3.1.1 "Employer"** means New Mangalore Port, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** means "Replacement of existing fire fighting pipelines at Berth No. 12".
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- 3.1.10 "Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- 3.1.11 "Approved" or "Approval"** shall mean approval in writing.
- 3.1.12 "Month"** shall mean English Calendar Month.

- 3.1.13 “Engineer-in-charge/representative”** shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.14 “Local Content”** means the amount of value assed in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.1.15 “Class – I local supplier”** means a supplier or service provider, whose goods , services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.16 “Class – II Local Supplier”** means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.17 “ Non Local supplier “** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.18 “Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.19 “L1”** means the Lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.20 Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.21 “Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 USE OF CONTRACT DOCUMENT:

- 3.2.1** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 3.2.2 Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3 DUTIES, POWERS OF ENGINEER REPRESENTATIVE/ ENGINEER'S REPRESENTATIVE: The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer-in-Charge and shall comply with

the Engineer's direction on any matter whatsoever. However, the Engineer shall exercise his discretion impartially, within the terms of the contract and have regard to all the circumstances.

3.4 EXECUTION: The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the Works set forth as described in the scope of the work and specifications, including any additional works.

3.5 EXTRAS: Any extra expenses incurred in connection to the Works by the NMPA in the performance of the Works owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the NMPA may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the NMPA may determine.

3.6 ADDITIONAL WORKS: Any additional works found necessary during the course of said works shall be carried out, for which additional payment will be made at the rates approved by the competent authority of NMPA.

3.7 COMPLETION PERIOD:

3.7.1 The time allowed for mobilization of materials, fabrication and delivery of components to NMPA site is 90 days from the date of issue of work order.

3.7.2 Erection work at site shall be commenced within 90 days from the date of issue of work order. The time allowed for completion of erection work at site is 90 working days, after mobilization period of 90 days for procurement of materials, pre fabrication and delivery at NMPA site

3.7.3 During of the Berthing of Oil Tankers at Oil Jetty, permission for carrying out the Welding/Chipping/Hot Work will not be allowed. The No. of working days for the completion of the work will be considered only on days of non-occupancy of Berth by Oil Tankers at Berth No.12, excluding rainy days and other hindrances by the NMPT.

During of the Berthing of Oil Tankers at Oil Jetty, only cold works are permitted for which the contractor shall obtain cold work permission from the Competent Authority of NMPA.

3.7.4 The contractor is required to be equipped with manpower and materials, equipment, tools & tackles, consumables etc. required for carrying out the work at all time and commence the work within 24 Hrs. after the information is passed on to him regarding the availability of Jetty for work.

3.7.5 The contractor will be informed to take up the work if the jetty is free for a minimum of 12 Hrs in day time. Hence, the contractor is required to plan the work well in advance and take up the work immediately once the information is passed on to him.

3.8 **EXTENSION OF COMPLETION PERIOD:** Should the quantum of total work increase due to the additional works or delayed availability of the required materials for the "**Replacement of existing firefighting pipelines at Berth No. 12**" would likely to be delayed, the contractor shall apply to the Engineer in writing for suitable extension for completion of entire works within 7 days of knowing the actual causes/reasons. The Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" on the contractor and his decision shall be binding on him. If an extension of completion time is granted by the Engineer, the liquidated damages shall apply from its date of expiry, if the work is not completed within the extended time.

3.9 **INSPECTION & TESTS:**

3.9.1 The Employer or his representative shall have right to inspect the work being carried out under this Contract and to test the system to confirm conformity with the specifications. The employer shall notify the Contractor in writing of the identity of a representatives retained for these purposes.

3.9.2 Should any tested systems fails to conform to the specifications, the Employer may reject them, and the Contractor shall make suitable alterations with prior approval of Employer to meet the requirements of the specifications, without any effect on completion period.

3.10 **LIQUIDATED DAMAGES**

In case of delay in completion of the work, Liquidated Damages (L.D) may be levied at the rate of 0.5% of the contract price plus applicable GST per week (considering working days only) delay, or part thereof subject to a maximum of 10% of the contract price.

3.11 **DEFECT LIABILITY PERIOD:**

3.11.1 In this condition the expression 'Defect Liability Period' shall mean a period of 12 months calculated from the date of completion of works in complete shape.

3.11.2 The Contractor shall be responsible for making good with all possible speed at his expense any defect in or damage to any portion of the Works which may appear or occur during the defect liability period without extra cost to NMPA and which arises either

3.11.2.1 From any defective materials or workmanship

3.11.2.2 From any act or omission of the Contractor done or omitted during the said period.

- 3.12 DEFECTS AFTER TAKING OVER:** If any such defect or damages are not remedied within a reasonable time and manner, NMPT may proceed to do the work at the risk and expense of the Contractor, but without prejudice to any of the rights, the NMPT may have against the Contractor in respect of such defects may recover such damages from any amount due or which may become due to the Contractor.
- 3.13 NMPA's LIEN:** The NMPA shall have a lien on and over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the NMPA to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever the NMPA and the Contractor.
- 3.14 FORCE MAJEURE:** If the subject work is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics, natural calamities, heavy/continuous rain for 8 hrs in a day time during monsoon such period shall be exempted from **Liquidated Damages** as mentioned in clause **3.10** of this tender document.
- 3.15 LABOUR LAWS:** The Contractor shall comply with all the provisions of the **Labour Laws and the rules and regulations** made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for Electrification, Testing, Commissioning and Maintenance of the system.
- 3.16 ACTS & STATUTORY RULES:** The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the NMPA will take no responsibility for the same.
- i) The Tenderer must possess documents certifying registration under Employees State Insurance Act, EPF & MP Act and GST.
 - ii) If the Tenderer is not registered under ESI Act and EPF & MP Act for the reasons that he has not employed 10 or more workers as required under said laws, he shall submit an affidavit in

this regard that he has never employed 10 or more workers on any given day preceding 12 months from the inception of its operations.

- iii) The Tenderer to whom ESI Act and EPF & MP Act does not apply, shall mandatorily cover his workers deployed at NMPA site/premises under Employees Compensation Act Policy declaring proper wages.
- iv) The Tenderer shall submit “Indemnity Bond” as per ANNEXURE - 15 for undertaking to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the bidder/contractor.

3.17 SAFETY GEARS: The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the NMPA shall provide the same and recover the cost there of from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.18 PAYMENT TERMS:

3.18.1 For Sl. No.1 to 5 of BOQ, 100% payment with applicable GST will be made within 15 days from the date of receipt of Invoice duly completing the work as per the scope of work.

3.18.2 For Sl.No.6 to 23:

3.18.2.1 50% payment of quoted amount with applicable GST, will be made within 15 days of receipt of material at site along with manufacturers, TPI certificate and receipt of Invoice.

Note: Receipt of materials in case of BOQ No.6 to 11, means supply of Cement lined pipe material and painted, bends, tees, reducers, flanges, Gaskets, Bolts & Nuts, Washers etc. complete for execution of erection work.

3.18.2.2 Balance 40% of payment of quoted amount with applicable GST will be released after erection of pipes and fittings, Valves at site and receipt of Invoice.

3.18.2.3 Balance 10% of payment of quoted amount with applicable GST will be released after successful testing and commissioning of the work and receipt of Invoice.

3.18.3 The contractor shall submit the bill to the Executive Engineer (M)III after completion of work.

3.19 TAXES: The contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items

in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

3.20 INCOME TAX: Applicable Income tax will be deducted from the bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

3.21 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations.

3.22 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act.

3.23 EXIT CLAUSE:

NMPA will have the liberty to terminate the contract by giving an advance notice of (30) thirty days in case there are strong business reasons for it to do so as determined by its management.

3.24 TERMINATION OF THE CONTRACT

3.24.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30) days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.24.1.1 forfeit the Performance Guarantee as it may consider fit;

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

3.24.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the Contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security

may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the Contractor by NMPA under this or any other contract or otherwise. The Contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

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

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

3.25 DEBARRING OF BUSINESS DEALINGS

3.25.1 In the event of premature termination of contract in terms of provisions of clause 3.11 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of two (02) years forfeiting the EMD/performance security /duly intimating MSME if applicable.

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

3.26 The Bidder shall ensure that,

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

3.27 INSURANCE

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

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

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

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

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

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

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

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

- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.28 PERSONAL PROTECTIVE EQUIPMENTS

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

3.29 CONDUCT

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

3.30 ACCIDENT

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

- 3.30.2** The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.
- 3.31 SUB-CONTRACTING:** The Contractor shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.
- 3.32 FORCE MAJEURE:** Notwithstanding anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.
- 3.33 DEATH OF THE CONTRACTOR:** No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor’s firm shall vitiate or affect this contract but the contractor’s heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.
- 3.34 NOTICE:** Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, NMPA, shall be issued or taken on his behalf by the official, in charge of the work, or officer so nominated by the Competent Authority. The contractor shall furnish to the Chief Mechanical Engineer of NMPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.
- 3.35 WAIVER OF DAMAGES:** In case of Accidents, fire, fog, congestion, etc., the Chairman, New Mangalore Port may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action is brought out clearly on record.
- Notwithstanding anything contained hereinabove, the Chairman, NMPA shall be the Authority to consider waiver of any damages imposed under this contract, by the Mechanical Engineer /

Engineer In-charge, in part or full, at his sole discretion.

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

3.37 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 17**.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of [3.37.(iii)] above will be as under:
 - 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per **Annexure – 18**.

3.38 SETTLEMENT OF DISPUTES:

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

3.38.2 Conciliation: If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (1) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 3 or 4.

3.38.3 Arbitration

- 3.38.3.1** Any Dispute which is not resolved amicably as provided in Clause 3.44.1 and/or 3.44.2 shall be finally settled by arbitration as set forth below: -
- 3.38.3.2** The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
- 3.38.3.3** The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Appendix.
- 3.38.3.4** The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English
- 3.38.3.5** The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

3.38.4 Adjudication by Adjudicatory Board: In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Contractor and the New Mangalore Port Authority, all disputes not settled under Clause 3.44.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or

controversy of whatsoever nature again under Clause 3.44.3 and the adjudication hereunder shall be final and binding.

- 2.15.1 In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

Sd/-

Executive Engineer (Mechl).

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The Tenderer may visit the work site (Oil Jetty Area), NMPA and get acquainted himself with the site conditions, nature of work involved before quoting, taking prior appointment with the undersigned. Any assistance in this regard will be provided by the Department. An undertaking as per Annexure-19 shall be submitted along with the Bid. Non submission of the undertaking may lead to disqualification of Bid submitted by the tenderer.
- 4.2 **RATES:** The rate quoted shall be inclusive of all taxes & duties excluding GST and the same is firm & final. The rate quoted shall be inclusive of all expenses such as Supply of Materials, labor cost, consumables required for the work, fasteners, transportation, tools & tackles, wire brush, scrappers, cotton waste, painting brush/roller, paint & thinner etc. complete required for carrying out the subject work as per scope of work. GST item shall be shown separately in the Bill of Quantity. GST as applicable shall be paid extra.
- 4.3 The Contractor shall be responsible for taking precautionary measures for the safety of the work men working under him and the responsibility arising due to any mishap during the execution of work, the payment of compensation, if any, lies entirely on the part of the contractor. The contractor has to employ skilled and competent workers for carrying out the work. The workmen shall have insurance cover during the course of execution of work.
- 4.4 Any damages to the departmental properties during the execution of works will be on contractors account.
- 4.5 The AEE(M), OTM Sub Division is the Engineer in-charge of the work and work will be carried out to the entire satisfaction of the Engineer in-charge.
- 4.6 The successful Contractor shall take site measurement and prepare detailed bill of materials required for execution of work which includes, length of pipelines, bends, tees, reducers, flanges, Gaskets, Bolts & Nuts, Washers etc. and submit the same to the Engineer in-charge prior to commencement of work.
- 4.7 Power supply & water supply will be given to the Contractor on free of cost for the said works. Tapping of power from the source point of NMPA to the required location will have to be arranged by the Contractor at his cost conforming to IE Rules / Standards.
- 4.8 The contractor shall obtain hot work permission from the Competent Authority of NMPA for carrying out the hot works. The copy of the same shall be given to AEE(M), OTM sub division before commencing the works.
- 4.9 The work is to be executed at the existing Oil Berth No.12 and the Berth Occupancy of Berth No.12 for the year 2024-25 was 68%. During Berthing of Oil Tankers at Oil Jetty, the permission for carrying out the Chipping/Hot Work will not be allowed. Hence, the claim on idle time till the completion of work will not be allowed. The contractor is required to be equipped with manpower, materials, equipment, tools & tackles, consumables etc. required for carrying out the work at all

- time and commence the work within 24 Hrs. after the information is passed on to him regarding the free availability of Jetty.
- 4.10 NMPA will nominate Third Party Inspection Agency for the subject work for stage wise inspection such as approval of Technical Datasheets, Inspection of materials at manufacturers/ vendors/ subcontractor's works, erection work, testing and commissioning of the system at NMPA site so as to ensure quality and workmanship according to expected standards. The charges for these will be borne by NMPA. Notwithstanding any such inspections, the final responsibility of completing the work to the satisfaction of the Employer rests with the Contractor himself.
- 4.11 On supply of materials at NMPA site, the contractor may stack the materials in front of Pump House No.2 till completion of the installation work. The responsibility of watch & ward of the delivered material is entirely lies with the contractor and Port is not responsible for the same.
- 4.12 The Pipeline shall be laid as per the existing arrangement at Berth No.12. The General layout Drawing of the existing Pipeline is enclosed at Annexure-20.
- 4.13 Further to the above, the Contractor shall lay new pipeline connecting fire water line of Berth No.12 and Berth No.13 along with a Butterfly valve.
- 4.14 The Contractor shall plan the work in a phased manner duly consulting the Engineer in charge, so as to keep the firefighting facility in an operational mode after the work.
- 4.15 Pipeline shall be measured in Running Metre as actually laid along the centre line of the pipe line. The bends, junctions, specials, fittings shall be included in Running Metre length of the pipe.
- 4.16 Old removed hydrant pipeline, fixed monitor and international shore connection pipeline to be connected to newly laid pipeline as per existing pattern.
- 4.17 All high pressure welding work at site to be carried out by qualified welder as per IS: 817. Welder certificate shall be submitted to NMPA before commencement of work for approval. 10% of field weld joints shall be radiography tested and if the results are unsatisfactory, the same has to be removed, rewelded and radiographed to ensure sound weld. Necessary Double plate SS rod and clamp with bolt nut and washer etc. shall be provided to the Mobile steel support structure, by the successful contractor as required at his cost.
- 4.18 **Surface Preparation:**
- 4.18.1 Sand blasting shall be carried out for all steel structures, pipes, supports, ladders, before installation.
- 4.18.2 All outer steel surfaces to be sand blasted and then shall be painted
- 4.18.3 The sand blasting should be done in dry weather using dry river sand of appropriate size.
- 4.18.4 The sand blasting should be done to achieve a grey or near white surface conforming to SA 2½ standard after the sand blasting operation.
- 4.18.5 The first coat of zinc rich primer shall be applied within a hour of sand blasting.

4.19 **Painting:**

- 4.19.1 The sand blasted surface should be painted with one coat of zinc rich primer and two coats of epoxy paint of fire red colour. The thickness of coat of the zinc rich primer shall not be less than 40 microns and the thickness of each coat of epoxy paint of fire red colour shall not be less than 100 microns. The total dry film thickness of the total painting shall not be less than 240 microns.
- 4.19.2 The zinc rich primer paint shall have 92% zinc content. Both the zinc rich primer and the epoxy paint shall be compatible and the paint shall be of reputed makes.
- 4.20 No tools, plant, labour, equipment, consumable, transport etc. required for the work will be supplied by the Department and the Contractor has to make his own arrangements.
- 4.21 All related Civil works shall be responsibility of the Contractor. The Contractor should take timely action to complete all civil works in all respects.
- 4.22 If any work is carried out by the Contractor requiring supervision beyond Port working hours, the Contractor shall apply in writing well in advance of such work to the Engineer to arrange for such supervision.
- 4.23 All rules and regulations governing the New Mangalore Port Authority shall be applicable.
- 4.24 Site Register is to be maintained by the successful Contractor at site on daily basis with details of works carried out on that particular day duly certified by Site Engineer (AE/AEE/EE). Any orders or instructions issued by the Engineer-in-Charge or Higher Authorities shall be entered in the book and shall be deemed to have been executed by the successful Contractor.
- 4.25 Hindrance Register shall be maintained by the Site Engineer (AE/AEE/EE) at site, containing all the Hindrances to the work due to the reasons attributed either to the Contractor or Port date wise and date of resumption of work. The Contractor and Engineer in charge should sign each entry in token of having seen the same.
- 4.26 **Addition/Alteration:** The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer in charge.
- 4.27 Accommodation for the deployed staff shall be arranged by the Contractor at his own cost.

Sd/-

Executive Engineer (Mechl).

5. SCOPE OF WORK

5.1 The scope of the work for “Replacement of firefighting pipelines at Berth No. 12 are as below:

- 5.1.1 Dismantling of existing corroded Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.12.
- 5.1.2 Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of various size as per BOQ, confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally.
- 5.1.3 Supply, Fabrication, Erection and testing of Stainless Steel Pipes 250NB Sch. 40 of AISI-316 quality for carrying foam compound liquid/sea water including supply of pipes, specials, flanges, dummy flanges, gaskets, stainless steel bolts, nuts, washers, bends, tees, reducers, expanders, mobile steel saddles, inserts, fixtures complete
- 5.1.4 Supply, Installation and testing of cast steel Butterfly valve of various size as per BOQ, conforming to BS:5155.
- 5.1.5 Supply, Installation and testing of Motorized cast steel Butterfly valve of various size as per BOQ conforming to BS 5155.
- 5.1.6 Supply, Installation and testing of Motorized cast steel cast steel Ball valve of 65 NB as per BOQ, conforming to BS:5155.

5.2 The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final and acceptable to the tenderer /contractor.

5.1 BILL OF QUANTINTY:

Sl. No	Description of item	Unit	Qty.
1.	Dismantling of existing corroded Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.12	-	-
	i) 500 NB	Mtrs.	100
	ii) 300 NB	Mtrs.	50

	iii) 350 NB	Mtrs.	190
	iv) 250 NB	Mtrs.	41
	v) 200 NB	Mtrs.	148
2.	<p>Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally.</p> <p>Note: 1) Pipeline shall be provided with Flange Joints for every six meters length. 2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel saddles (Height of mobile steel - 2 feet) 3) Media of flow → Sea water.</p>	-	-
	i) 500 NB	Mtrs.	100
	ii) 350 NB	Mtrs.	190
	iii) 300 NB	Mtrs.	50
	iv) 250 NB	Mtrs.	06
	v) 200 NB	Mtrs.	165
3.	<p>Supply, Fabrication, Erection and testing of stainless steel pipes 250NB Sch. 40 of AISI-316 quality for carrying foam compound liquid/sea water including supply of pipes, specials, flanges, dummy flanges, gaskets, stainless steel bolts, nuts, washers, bends, tees, reducers, expanders, mobile steel saddles, inserts, fixtures complete.</p> <p>Note: 1) Old jumbo nozzles to be connected to new 250NB pipeline similar to existing pipeline. 2) Media of flow Sea water.</p>	Mtrs.	35
4.	Supply, Installation and testing of cast steel Butterfly valve as per Technical specification, conforming to BS:5155.	-	-
	i) 500NB	Nos.	01
	ii) 350NB	Nos.	02
	iii) 300 NB	Nos.	01
	iv) 250NB	Nos.	01
	v) 200NB	Nos.	04
	vi) 150NB	Nos.	01
	vii) 100 NB	Nos.	02
5.	Supply, Installation and testing of Motorized cast steel Butterfly valve as per Technical specification, conforming to BS 5155.		

	i) 200NB	Nos.	02
	ii) 150NB	Nos.	01
	iii) 100NB	Nos.	02
	iii) 250 NB	Nos.	01
6.	Supply, Installation and testing of Motorized cast steel Ball valve of 65NB as per Technical specification, conforming to BS 5155.	Nos.	03

Sd/-

Executive Engineer (Mechl).

6. TECHNICAL SPECIFICATION

6.1 ERW PIPE & Fittings :

Pipes		
A	Standard	ERW Confirming BIS: 3589 of GR Fe 410
B	Type	Plain ends/ beveled ends for Butt Welding
C	Thickness	200 NB to 250 NB as per IS 3589, 8 mm Thick
		300 NB to 500 NB as per IS 3589, 9.5 mm Thick
D	Test Pressure	24 Kg/cm ² g – (Duration 2 Hrs)
E	Working Pressure	15 Kg/cm ² g
F	Details of End Connection	Plain Ends/ Bevelled Ends
Fittings		
A	Material Standard	
	300 NB to 500 NB	ASTM A 234 Gr. WPB, Sch. Std. (Thickness = 9.5mm)
	200 NB to 250 NB	ASTM A 234 Gr. WPB, Sch. 40 (Thickness = 8mm)
B	Dimension Standard	ASME B 16.9
C	End Connection	Butt Welded
Flanges		
A	Material	IS: 2062
B	Type & Class	S.O.R,F, 150# (200 NB to 500 NB)
C	Dimension Standard	ANSI B 16.5
Nuts & Bolts		
A	S. Bolt	SS316
B	Hex. Nut	SS316
Gasket		
A	Material	Metallic Spiral Wound gasket of SS316, As per IS – 7719.
B	Size	Suitable for RF, 150# Class Flange
Structural Steel		
A	Material	IS: 2062 Grade A/B
B	Sections	Angle, Channel, Plates, Beams & Flats
Cement Lining for Pipe		
A	Standard	As per IS:11906
B	Thickness for Cement Lining	10MM
C	Lining, Cement Grade	Portable Cement Gr.43

6.2 SS PIPE & Fittings :

Pipes		
A	Pipe size	250 NB
B	Schedule	SCH 40
C	Material	SA 312 TP 316 (ERW)
D	Ends	Beveled ends
E	Dimension Standard	ANSI B 36.19
F	Pipe to pipe joint	Butt welded

G	Test Pressure	25.5 Kg/cm ² g
H	Working Pressure	17 Kg/cm ² g
Flanges		
A	Type	SORF
B	Material	SA240 Gr.316
C	Dimension Standard	ANSI B 16.5, 150#
Bends		
A	Type	LR BW Type, R=1.5D
B	Material	A 403 WP 316
C	Dimension Standard	ANSI B 16.9
Fittings		
A	Type	Butt welded
B	Material	A 403 WP 316
C	Dimension Standard	ANSI B 16.9
D	Rating	SCH 40
Nuts & Bolts		
A	S. Bolt	SS316
B	Hex. Nut	SS316
Gasket		
A	Material	Metallic Spiral Wound gasket of SS316, As per IS – 7719.
B	Size	Suitable for RF, 150# Class Flange

6.1 Technical Data Sheet for Motorized Cast Steel Butterfly Valve

1	Valve type & size	Motorized butterfly valve size 250NB, 200NB, 150NB, 100NB.
2	Type & end connection	Wafer type suitable for class 150# flanges as per ASME B 16.5 RF
3	Manufacturing/design std.	BS: 5155
4	Pressure rating	PN 16
5	Test std.	API 598
6	Hydraulic test pressure	1) Body 24kg/cm ² 2) Seat 17.6 kg/cm ²
7	Seat leakage	Tight shut off (class VI)
8	Flow direction	Bidirectional
9	Media of flow	Sea water
10	Material of construction	
Sr. No.	Description of construction	Materials
A	Body	ASTM A216 Gr. WCB + EPOXY (Internally coated with epoxy powder and externally with epoxy paint of fire red colour)
B	Disc	ASTM A351 Gr. CF8M
C	Shaft	SS 316
D	Bonded seat	Nitrile
E	Top bushing	Polyacetal

F	Bearing	SS 316 + PTFE
G	O ring shaft	Nitrile
H	O ring plug	Nitrile
I	Taper pin	SS 316
J	Plug	C 15
K	Bolt & nut	SS 316
L	Gear box	As suitable
M	Operation	i) Motorized ii) Provision shall also be provided for manual gear operation through hand wheel.
N	Elect. actuator	“145V, 3 PHASE, 50 Hz, Explosion Proof Watertight to IP 68 and Flameproof to IS 2148 for Gas Group II A and II B, Temperature Class T3 as per IEC, Motor Insulation Class-F. The complete actuator with electrical accessories shall be suitable for Exd Gas Group IIA and II B Temperature Class T3 as per IEC ”.

6.2 Technical Data Sheet for Cast Steel Butterfly Valves:

1	Valve type & size	Butterfly valve size 500NB, 350NB, 250NB, 200NB, 150NB, 100NB.
2	Type & end connection	Wafer type suitable for class 150# flanges as per ASME B 16.5 RF
3	Manufacturing/design std.	BS: 5155
4	Pressure rating	PN 16
5	Test std.	API 598
6	Hydraulic test pressure	3) Body 24kg/cm ² 4) Seat 17.6 kg/cm ²
7	Seat leakage	Tight shut off (class VI)
8	Flow direction	Bidirectional
9	Media of flow	Sea water
10	Material of construction	
Sr. No.	Description of construction	Materials
A	Body	ASTM A216 Gr. WCB + EPOXY (Internally coated with epoxy powder and externally with epoxy paint of fire red colour)
B	Disc	ASTM A351 Gr. CF8M
C	Shaft	SS 316
D	Bonded seat	Nitrile
E	Top bushing	Polyacetal
F	Bearing	SS 316 + PTFE
G	O ring shaft	Nitrile
H	O ring plug	Nitrile
I	Taper pin	SS 316
J	Plug	C 15
K	Bolt & nut	SS 316
L	Gear box	As suitable

6.3 Technical Data Sheet for Motorized Cast Carbon Steel 65NB Ball Valve

1	Valve Type	Ball Valve, Three piece, Full bore
2	ASME pressure class	150#
3	End connection	Flanged end- ANSI B 16.5, Raised Faced
4	Manufacturing / Design Std	BS 5351
5	Body Pressure	As per testing standard BS 6755
6	Seat Pressure	
7	Pressure drop across the valve fully open	
8	Test Duration	3 Minutes
9	Testing Std.	BS 6755 PART I
10	Material of Construction	
Sl. No	Description	Materials
A	Body	ASTM A 351 Gr. CF8M
B	Side Piece	ASTM A 351 Gr. CF8M
C	Ball	SS AISI - 316
D	Body Seat	PTFE Teflon
E	Gasket	PTFE Teflon
F	Spindle	SS AISI 316
G	Gland Nut	S.S
H	Gland Packing	PTFE Teflon
I	Body/ Bonnet/ Cover stud	SS 316
J	Body/ Bonnet/ Cover nut	SS 316
k	Seat ring	PTFE
11	ACTUATOR DATA SHEET	
A	Type (Mode of Operation)	Quarter Turn
B	Enclosure of Switches (FLP)	IP65
C	Enclosure of Actuators (FLP)	IP65
D	Actuator RPM/Torque	60 RPM / 10 Kgm
E	Locked Rotor Current	Starting Current & running current same
F	Rated Voltage	230VAC
G	Admissible Frequency Fluctuation	5%
H	Admissible Frequency Fluctuation	5%
I	Admissible Voltage and Frequency Fluctuation	5%
J	Normal KW	175watt
K	Ambient Temp.	45''c
L	Limit switches Torque switches	1NO + INC – 2 Nos. Torque switches not required as Motor is stall duty motor.
M	Rating of Switches 5A	230VAC

Sd/-
Executive Engineer (Mechl).

ANNEXURE – 1**PARTICULARS OF TENDERER:**

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

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

Signature & seal of the Tenderer

FINANCIAL TURNOVER

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

A: Banker's Details:

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

B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2021-2022, 2022-2023 and 2023-2024

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

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

Attachments :-

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

Signature & Seal of the Bidder

ANNEXURE- 3

DETAILS OF EXPERIENCE

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

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

Signature of Tenderer with Company Seal

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

TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
4. We have deposited the Earnest Money as per the instructions.
5. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.
6. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
7. We understand that you are not bound to accept the lowest bid or any tender you may receive.

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

Witness

Signature:

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** and Guaranteeing the performance for a period of 6 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”**, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA...../2025..... dated...../..../2025 and contains with.....pages in all.

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

(Contractor)
COMPANY SEAL

Witness:

1.
2.

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

in presence of
Witness

1.
2.

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

To be executed on Rs.1000/- non-judicial Stamp Paper]

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

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

Date: _____

TENDER GUARANTEE No.: _____

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

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

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

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

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

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

[signature(s)]

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

FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE

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

demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____/-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/-----/202 .
11. The Bank Guarantee is en-cashable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----2025

For

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

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12

Ref: _____

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

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

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of

the Attorney), on this _____ day of _____, 20____ (Two thousand _____).

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

FORMAT FOR PROPRIETORSHIP

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

Sir,

Name of the Work: **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH
NO. 12”**

Ref.: E-tender No. _____

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

Sign and Seal of the Bidder/ Bidders Authorized representative

DISPUTES REVIEW BOARD AGREEMENT

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

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

(1)

(2)

(3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (Project name)(the"Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

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

The DR Board Members

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

Board Member.

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

- b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
- c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.

11. Procedure for disputes referred to the DR Board :

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

12 Conduct of Hearings:

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

Contractor shall have representatives at all hearings.

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

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

[Note Delete if it is one member DR Board]

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

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

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

(Contractor)
COMPANY SEAL

Witness:

- 1.
- 2.

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

in presence of
Witness

- 1.
- 2.

ANNEXURE -12

DETAILS OF ONGOING CONTRACTS AT NMPA

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

Sign & Seal of the Contractor

Bank Information for E-Payment

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

Signature and seal of the Tenderer

INTEGRITY PACT

General

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

WHEREAS the 'BUYER/EMPLOYER' has invited bids for **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

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

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third

party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any

corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.

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

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

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', 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 :
- a. Dr. Subhash Chandra Khuntia, IAS (Retd) 16-C, MCHS Colony,
HSR Layout (Sector 6), Bangalore -560102
Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com
 - b. Ms. Sunita Puri, IRS (Retd.) H No. 2095, Sector 15 C,
Chandigarh – 560102
Mob no. 9872099717, E-mail: sunita.puri12@gmail.com
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

12. Validity

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

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

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

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

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
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 foreign bidders.

UNDERTAKING ON INDEMNIFICATION

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

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

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

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

Sign and Seal of the Bidder/ Bidders Authorized representative

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local equipment and accessories he will be supplying (%)
CME-03/2025-26 dated 25/06/2025 REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12	

Sign & Seal of the Contractor

Certificate for Tenderers / Bidders sharing Land Border

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

Sign and Seal of the Bidder/ Bidders Authorized representative

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

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

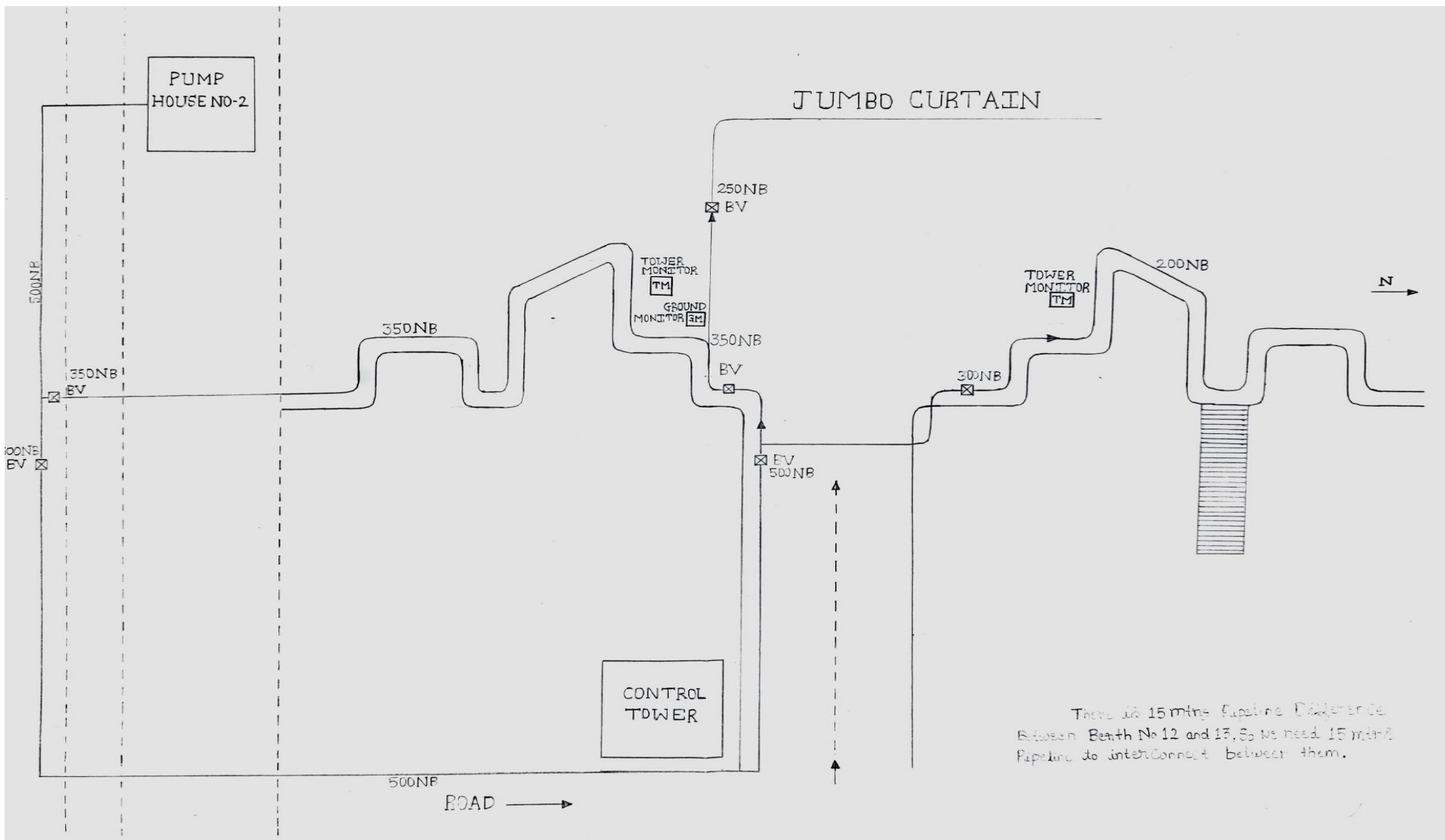
Sign and Seal of the Bidder/ Bidders Authorized representative

UNDERTAKING FOR SITE VISIT

I/We _____ (Company Name), hereby declare that, i/ We have inspected the Berth No 12 and assessed the site conditions for **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** as per the scope of works and tender terms and conditions involved in carrying out the work of **“REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12”** and the rates quoted by us involves all expenditure to carry out the work as mentioned in the Terms & conditions of the tender document.

Sign and Seal of the Bidder/ Bidders Authorized representative

GENERAL ARRANGEMENT OF EXISITNG PIPELINE LAYOUT AT BERTH NO.12



PRICE BID

Tender Inviting Authority: Office of the Executive Engineer(M), New Mangalore Port Authority, Panambur, Mangalore, Karnataka-575010									
Name of Work: REPLACEMENT OF EXISTING FIRE FIGHTING PIPELINES AT BERTH NO. 12									
Contract No: CME-03/2025-26 DATED 25/06/2025									
Name of the Bidder/ Bidding Firm / Company :									
<u>PRICE SCHEDULE</u> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUM BE R #	TEXT #	TEXT #	NUM BER #	TEXT #	NUMBE R #	NUMBER	NUMBE R #	NUMBE R #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quant ity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST In %	TOTAL AMOUN T Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUN T With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	9	13	14	15
1	Dismantling of existing corroded 500 NB Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.12	item1	100Mtrs						
2	Dismantling of existing corroded 300 NB Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.13	item2	50Mtrs						

3	Dismantling of existing corroded 350 NB Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.14	item3	190Mtrs					
4	Dismantling of existing corroded 250 NB Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.15	item4	41Mtrs					
5	Dismantling of existing corroded 200 NB Fire Fighting Pipeline of Berth No.12. Shifting and stacking of dismantled items nearby control tower and Pump house No.2 of Berth No.16	item5	148Mtrs					
6	Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of 500NB confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally. Note: 1) Pipeline shall be provided with Flange Joints for every six meters length. 2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel support structure. (Height of mobile steel support structure 1.5 feet). 3) Media of flow – Sea water	item6	100Mtrs					
7	Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of 350NB confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one	item7	190Mtrs					

	coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally. Note: 1) Pipeline shall be provided with Flange Joints for every six meters length. 2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel support structure. (Height of mobile steel support structure 1.5 feet).3) Media of flow – Sea water							
8	<p>Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of 300NB confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally.</p> <p>Note: 1) Pipeline shall be provided with Flange Joints for every six meters length. 2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel support structure. (Height of mobile steel support structure 1.5 feet). 3) Media of flow – Sea water</p>	item8	50Mtrs					
9	<p>Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of 250NB confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally.</p> <p>Note: 1) Pipeline shall be provided with Flange</p>	item9	6Mtrs					

	<p>Joints for every six meters length.</p> <p>2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel support structure. (Height of mobile steel support structure 1.5 feet).</p> <p>3) Media of flow – Sea water</p>								
10	<p>Supply, Fabrication, Erection, and Testing of cement lined (inside) ERW steel pipe of 200NB confirming to BIS:3589 of Grade Fe 410, of thickness not less than 9.5mm for 300NB and above and not less than 8mm for below 300NB, for carrying sea water including supply of Pipes, specials, Bends, Tees, Flanges, Dummy flanges, Gaskets, Bolts & Nuts, Washers, Reducers, Expanders, mobile steel saddles, inserts, fixtures, including painting 3 coats of approved colour (one coat of zinc – rich primer & two coats of epoxy paint with fire red colour) externally.</p> <p>Note: 1) Pipeline shall be provided with Flange Joints for every six meters length.</p> <p>2) Doubler plate SS rod and clamp with bolt nut and washer complete shall be provided to the Mobile steel support structure. (Height of mobile steel support structure 1.5 feet).</p> <p>3) Media of flow – Sea water</p>	item10	165Mtrs						
11	<p>Supply, Fabrication, Erection and testing of stainless steel pipes 250NB Sch. 40 of AISI-316 quality for carrying foam compound liquid/sea water including supply of pipes, specials, flanges, dummy flanges, gaskets, stainless steel bolts, nuts, washers, bends, tees, reducers, expanders, mobile steel saddles, inserts, fixtures complete. Note:1) Old jumbo nozzles to be connected to new 250NB pipeline similar to existing pipeline.2) Media of flow Sea water.</p>	item11	35Mtrs						
12	<p>Supply, Installation and testing of cast steel Butterfly valve of 500NB as per Technical specification, conforming to BS:5155.</p>	item12	1No						
13	<p>Supply, Installation and testing of cast steel Butterfly valve of 350NB as per Technical specification, conforming to BS:5155.</p>	item13	2Nos.						

14	Supply, Installation and testing of cast steel Butterfly valve of 300NB as per Technical specification, conforming to BS:5155.	item14	1No.					
15	Supply, Installation and testing of cast steel Butterfly valve of 250NB as per Technical specification, conforming to BS:5155.	item15	1No.					
16	Supply, Installation and testing of cast steel Butterfly valve of 200NB as per Technical specification, conforming to BS:5155.	item16	4Nos.					
17	Supply, Installation and testing of cast steel Butterfly valve of 150NB as per Technical specification, conforming to BS:5155.	item17	1No.					
18	Supply, Installation and testing of cast steel Butterfly valve of 100NB as per Technical specification, conforming to BS:5155.	item18	2Nos.					
19	Supply, Installation and testing of Motorized cast steel Butterfly valve of 200NB as per Technical specification, conforming to BS 5155.	item19	2Nos.					
20	Supply, Installation and testing of Motorized cast steel Butterfly valve of 150NB as per Technical specification, conforming to BS 5155.	item20	1No.					
21	Supply, Installation and testing of Motorized cast steel Butterfly valve of 100NB as per Technical specification, conforming to BS 5155.	item21	2Nos.					
22	Supply, Installation and testing of Motorized cast steel Butterfly valve of 250NB as per Technical specification, conforming to BS 5155.	item22	1Nos.					
23	Supply, Installation and testing of Motorized cast steel Ball valve of 65NB as per Technical specification, conforming to BS 5155.	item23	3Nos.					

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

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

CHECK LIST

Tender No: CME-03/2025-26

Dated: 25/06/2025

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

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1	EMD and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	<ul style="list-style-type: none"> a) Particulars of tenderer – Annexure 1 b) Financial turnover – Annexure 2 c) Details of experience – Annexure 3 d) Tender form – Annexure 4 e) Format for Declaration – Annexure 7 f) Format of Power of Attorney – Annexure 8 g) Format for proprietorship – Annexure – 9 h) Dispute Review Board Agreement – Annexure 10 i) Details of ongoing Contract – Annexure 11 j) Bank information for E-payment – Annexure 12 k) Integrity Pact – Annexure 13 l) Undertaking of Indemnification – Annexure 14 m) Verification of local content – Annexure 15 n) Certificate for tenderers / bidders sharing land border - Annexure 16 o) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -17 p) Undertaking for site visit as per Annexure 18 q) Copies of the GST Registration Certificate and PAN card to be submitted 	-	
PRICE BID	PART-III - Price Schedule (Online Mode Only)			