TENDER DOCUMENT
NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

NIT No. CIVIL/CE(C)/EE(C)/92/2025-26
E-Tender Event No.2026_NMPT_894218_1

Tender for

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

THROUGH E-TENDERING MODE

Tender Amount	**:**	**Rs.32,80,142/-**
E.M.D.	**:**	**Rs.77,500/-**
Tender Fee	**:**	**Rs.560/-(Including GST @ 12%)**

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Volume - 1

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NEW MANGALORE PORT AUTHORITY
PANAMBUR, MANGALORE -575010
CIVIL ENGINEERING DEPARTMENT
NIT No: CIVIL/CE(C)/EE(C)/92/2025-26 Date: 16-01-2025
TENDER ID: 2026_NMPT_894218_1

i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through https://www.eprocure.gov.in/eprocure/app of CPP portal from the Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28."

Minimum Eligibility Criteria is as follows:

a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following:-

At least Three similar completed works costing not less than the amount equal to Rs.13.13lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs.16.41lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs.26.25lakhs

Note1:***Similar work(s) means "Any Civil Engineering Works"**

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

b) Average Financial turnover of the tenderer over the last three financial years 2022-23, 2023-24 and 2024-25 shall be at least Rs.9.85lakhs.

The financial turnover of bidders would be evaluated considering the value of work /

works in hand at NMPA on due date of bid submission. The total value of work orders and value of supplemental orders if any shall be considered as the value of work in hand. The 30% of value of work in hand shall be considered as the turnover required for execution of work in hand. The port would deduct the turnover required for execution of work in hand from average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The bidder must furnish the information in prescribed form as per Annexure-6.

Illustration :

- Average Financial Turnover = Rs. 10.00 Cr
- Total value of work in hand = Rs. 24.00 Cr.
- Net turnover = 10.00 - (24.00 x 0.30) = Rs. 2.80 Cr.

In case of Annual Maintenance Contracts, the annualized value of work shall be considered as value of work in hand. The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

c) The tenderer shall submit a copy of valid ESIC & EPF registration certificate along with the tender.

d) The tenderer shall either own a wheel (tyre) mounted excavator in his name or may hire the same from others by submitting an undertaking from the owner confirming that the equipment will be provided for a period of two years, along with a copy of the Registration Certificate (RC) and insurance policy. The equipment shall be supplied by the contractor as and when required by the Department during the contract period.

e) The tenderer shall own small chain mounted Excavator-20 in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with documents & insurance policy. The equipment will have to be supplied by the contractor as and when required by the department during the contract period.

f) The tenderer shall own chain mounted Hydraulic Excavator 1.1 m^3 Bucket in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with Documents

& insurance policy. The equipment will have to be supplied by the contractor as and when required by the department during the contract period.

g) The tenderer shall own Tipper in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with RC & insurance policy. The equipment will have to be supplied by the contractor as and when required by the department during the contract period.

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs.32,80,142/-
ii)	Earnest Money Deposit (EMD)	Rs.77,500/- (Rupees SeventySeven Thousand Five Hundred Only.) The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs.560/- (Rupees Five Hundred Sixty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. The benefit of Exemption of Tender fee to Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and

		village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iv)	Document download start date and time	16-01-2025 at 15.00 HRS
v)	Seek clarification start date and time	NA
vi)	Seek clarification end date and time	NA
vii)	Bid submission start date and time	30-01-2025 at 15.00 HRS
vii)	Bid submission closing date and time	06-02-2025 at 15.00 HRS
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	 09-02-2025 at 15.30 HRS Shall be Communicated Separately
x)	Completion period	24 (Twenty Four) Months
xi)	Validity of Tender	90 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs.560/-(Rupees Five Hundred Sixty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: ganeshrao.u@nmpt.gov.in/chiefengineer@nmpt.gov.in

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

-sd-

Executive Engineer (Mtc-II)

NEW MANGALORE PORT AUTHORITY
PANAMBUR, MANGALORE -575010
NIT No: CIVIL/CE(C)/EE(C)/92/2025-26
E-Tender event No. 2026_NMPT_894218_1

ii) INSTRUCTIONS TO TENDERERS

A. Instructions for E-Tendering

INSTRUCTION TO E-TENDERING

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

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

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

bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on www.newmangaloreport.gov.in Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. Bidder should arrange for the EMD and tender fee as specified in the tender. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Bidder 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 will be considered. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
10. 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.
11. 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.

12. 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.
13. 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.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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).
21. Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily the benefit of Exemption of EMD and tender fee to all Micro and small enterprises (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 o or any other body specified by Ministry of MSME, will be considered. The bidder shall upload with their offer, the proof of their being MSE.
22. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

2. Cover – I Details (Technical)

The following documents shall be uploaded online only.

1. Scanned copy of NEFT Payment details for cost of tender / documentary evidence for exemption of tender fee.
2. Scanned copy of RTGS/NEFT Payment details for EMD/ documentary evidence for exemption of EMD.
3. Scanned copy of documents as per Annexure 1 to 13 of section I(iii) of volume-I (Original power of attorney i.e. Annexure 2 to be submitted by post or by hand immediately after the closing date for submission of online e-tender).
4. Scanned copy of valid PAN card, ESI, PF and GST Registration certificate.
5. List of Ongoing works in hand at NMPA should be indicated in the prescribed form.
6. Scanned copy of Form of Tender as per Section VI(iii) of volume -III
7. Technical bid document – Cover I (Volume I to Volume III) along with amendments and clarifications.

3. Cover – II Detail (Finance)

PRICE BID (Bill of Quantities)

Price should be quoted in the BOQ template available in the portal. 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 indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

4. Opening of bids

A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

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

5. Evaluation process:

A proposal shall be considered responsive if –

a. It is received by the proposed Due Date and Time.
b. It is Digitally Signed.
c. It contains the information and documents as required in the Tender Document.
d. It contains information in formats specified in the Tender Document.
e. It mentions the validity period as set out in the document.

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

B. Instructions to Tenderers (General)

1. **Introduction:**

This work essentially comprises of “Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28.”

2. **Applicants:**

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

3. **Invitation for Bids:**

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

4. **Purchase of Tender Documents:**

Tender document can be downloaded from NMPA website www.newmangaloreport.gov.in,www.tender.gov.in&https://www.eprocure.gov.in/eprocure/app of CPP portal

5. **One Bid per Bidder:**

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

6. **Cost of Bidding:**

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

7. **Site visit:**

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

8. **Content of Bidding Documents:**

Tender Document will consist of:

Volume I	Section I	Notice Inviting Tenders Instructions to Tenderers Annexure (1 to 13)
	Section II	Form of Agreement
	Section III	Conditions of Contract: Part A - E: General Conditions Conditions of Contract : Part F: Special Conditions Contract Data Form of Securities (A & B) Appendix – I and Appendix - II
Volume II	Section IV	Technical Specifications
	Section V	Drawings
Volume III	Section VI	Preamble

	Bill of Quantities For of tender
Section VII	Schedules (A & B)

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.

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

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

A provision is made in the CPP e-portal for online pre-bid meeting during the date mentioned in the NIT. The bidders can ask queries if any during the period of pre-bid meeting through online. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites after closing date of online pre-bid meeting.

10. **Amendment of Bidding Documents:**

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective

bidders shall acknowledge receipt of each addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder.

11. **Preparation of bids:**

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

12. **Minimum Eligibility Criteria:**

a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following:-

At least Three similar completed works costing not less than the amount equal to Rs. 13.13 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 16.41 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 26.25 lakhs

Note1:***__Similar work(s) means "Any Civil Engineering Works"__

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate

b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 shall be at least Rs.9.85lakhs.

The financial turnover of bidders would be evaluated considering the value of work / works in hand at NMPA on due date of bid submission. The total value of work orders and value of supplemental orders if any shall be considered as the value of work in hand. The 30% of value of work in hand shall be considered as the turnover required for execution of work in hand. The port would deduct the turnover required for execution of work in hand from average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The bidder must furnish the information in prescribed form as per Annexure-6.

Illustration :

- Average Financial Turnover = Rs. 10.00 Cr
- Total value of work in hand = Rs. 24.00 Cr.

- Net turnover = 10.00 - (24.00 x 0.30) = Rs. 2.80 Cr.

In case of Annual Maintenance Contracts, the annualized value of work shall be considered as value of work in hand. The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

The turnover means sales / contract receipts excluding taxes other income shall not be considered for calculation of turnover.

c) The tenderer shall submit a copy of valid ESIC & EPF registration certificate along with the tender.

d) The tenderer shall own Wheel (tyre) mounted excavator in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with RC & insurance policy. The equipment will have to be supplied by the contractor as and when required by the department during the contract period.

e) The tenderer shall own small chain mounted Excavator-20 in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with Documents & insurance policy. The equipment will have to be supplied by the contractor as and when required by the department during the contract period.

f) The tenderer shall own chain mounted Hydraulic Excavator of 1.1 m^3 Bucket, in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with Documents & insurance policy. **The equipment will have to be supplied by the contractor as and when required by the department during the contract period.**

g) The tenderer shall own Tipper in his name or may hire from others by submitting an undertaking from owner that he shall provide the equipment for a period of two years along with RC & insurance policy. **The equipment will have to be supplied by the contractor as and when required by the department during the contract period.**

Copy of the work order, Client's satisfactory work completion Certificate, along

with any other documentary proof certifying the year of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Experience of the tenderer / contractor for completed works, executed in private organization shall be considered only if the Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed by the tenderer along with the tender

A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be submitted.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

13. **Bid Prices:**

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

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

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees

15. **Bid Validity:**

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

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

in the form of Bank Guarantee

16. **Bid Security / EMD:**

i. The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore
   1. Name of the Bank: State Bank of India, Panambur, Mangalore - 10.
   2. Bank A/C No. 10205649448
   3. IFSC Code: SBIN0002249
   4. MICR Code: 575002011

ii. The Techno Commercial Bid shall be accompanied by the RTGS/NEFT deposit details towards Earnest Money Deposit of Rs.77500/- (Rupees SeventySeven Thousand Five Hundred Only) as stipulated in the tender. The tender without EMD shall be treated invalid. The benefit of Exemption of EMD and tender fee to all Micro and small enterprises (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 any other body specified by Ministry of MSME, will be considered. The bidder shall upload with their offer, the proof of their being MSE.

iii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 90 days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.

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

v. The Bid Security of a successful bidder will be forfeited in the following cases:
   a) If the bidder withdraws his Tender during the period of bid validity.
   b) In case of a successful tenderer fails
      i) to commence the work, apart forfeiture of other claims
      ii) within the specified time limit to sign the Agreement or furnish the required Performance Security. In the event of forfeiting the EMD / SD / LD and while imposing penalty GST as applicable will be collected.

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

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

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

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

19. **Bid Submission:**

Tender document including quoted bid price have to be submitted online only through CPP Portal before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Power of attorney.

The Tender shall be submitted in Two Bids.

I. Technical Bid: Shall contain the following.
   i) Techno Commercial Bid: Shall contain all the documents. Techno Commercial Bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.
   ii) The details of payment of Earnest Money Deposit for Rs.77500/- (Rupees SeventySeven Thousand Five Hundred Only) by RTGS/NEFT to NMPA Bank Account, failing which the Techno commercial Bid shall not be considered).
   iii) Transaction details of payment towards the cost of tender fee Rs.560/- (Rupees Five Hundred Sixty Only) (To be paid by RTGS/NEFT to NMPA Bank Account).
II. FINANCIAL BID: shall contain only the Price.
III. last date for submission of online tender: is as per the date mentioned in the NIT

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

   The following details pertaining to Techno Commercial Bid shall be uploaded online.
   a) Letter of Submission- Covering letter (vide Annexure – 1)
   b) Power of Attorney in favour of signatory/s to the Tender (vide Annexure -2) (Original power of attorney i.e. Annexure 2 to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
   c) Organization Details (vide Annexure-3)
   d) Details of "Minimum eligibility criteria" as per Clause 12 of instruction to

Tenderers and certificates (Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) (vide Annexure-4) of condition of contract. The following specific instruction may be noted ;

i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 (a) for "Minimum eligibility".
ii) A separate sheet should be filled for each of the eligible assignments the details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by client's completion certificates and work orders etc.
iii) The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments

e) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide Annexure-5) with balance sheet.
f) List of Ongoing works in hand at NMPA should be indicated in the prescribed form (Annexure 6)
g) A list of Plant and equipment proposed to be engaged for work. (vide Annexure-7) The equipment indicated in the Annexure -7 will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site at what stage of the construction period the equipment would made available.
h) Tenderer should submit copy of Permanent Account Number. (PAN), ESI, PF and GST Registration (GSTIN) Number along with certificates issued by the authority as applicable
i) A declaration to the effect that (vide Annexure -8):-
    a. All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.
    b. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
    c. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to

influence the bid process and have not committed any offence under PC Act in connection with the bid.

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

j) NEFT Payment details towards cost of tender / documentary evidence for exemption of tender cost.

k) RTGS/NEFT Payment details towards EMD / documentary evidence for exemption of EMD

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

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

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

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

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

21. **Late Bids:**

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

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

i) Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.

ii) No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.

iii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15 may

result in the forfeiture of the Bid Security or the bidder shall be disqualified from bidding for any contract with New Mangalore Port Authority for a period of 2 (two) years in pursuant to Clause 16.

iv) Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

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

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

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

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

24. **Bid Opening – Financial Bid:**

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time.

If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years.

25. **Clarification of Bids:**

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

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

Any effort by the Bidder to influence the Employer’s bid evaluation, bid

comparison or contract award decisions, may result in the rejection of his bid.

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

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

a) meets the eligibility criteria as defined in Clause 12.
b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
c) is accompanied by the requisite Bid security and;
d) is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to alzl the terms, conditions and specification 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 Employer's rights or the Bidder's obligations under the Contract; or
c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

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

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

27. **Correction of Errors: (Not Applicable)**

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

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

a) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

29. **Alteration of tender documents:**

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

permitted to alter his tender price after opening of the tender.

30. **Alternative conditions and Proposal:**

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

31. **Award of Contract:**

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

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

32. **Notification of Award:**

i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 21 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The contractor shall make 12 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement.

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

The Earnest Money Deposit of unsuccessful bidder, shall be returned without interest by RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder if deposited in cash, shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

34. **Performance Security:**

i) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 5% of the Contract price including GST, as applicable rounded off to the nearest 1000.

ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA and cashable at Mangalore. The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-A.

iii) The successful bidder/contractor is required to submit the performance guarantee in the form of an Electronic Bank Guarantee (E-BG) through the NESL (National E-Governance Services Ltd.) portal. This condition applies if the performance security is being provided via bank guarantee. The contractor shall ensure that the E-BG meets all the tender conditions and is in compliance with the requirements specified by the New Mangalore Port Authority. Failure to adhere to this condition may result in the rejection of the performance guarantee and may affect the award of the contract.

35. **Fraud and Corrupt Practices:**

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

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

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

(a) "corrupt practice" means

i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

36. **Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered.

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

37. **Additional Information:**

The "Instructions to Tenderers" shall not form part of the Contract. They are intended only to aid the Tenderers in the preparation of their tender.

38. **Compliance of Local Content as per Make in India Policy:**

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

Annexure – 1

LETTER OF SUBMISSION - COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

Date:

To

The Executive Engineer (Civil),
New Mangalore Port Authority,
Administration Building,
Panambur, Mangalore – 575 010

Sir,

Sub: The work of "Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28."

Being duly authorized to represent and act on behalf of …… (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

i. Tender Document along with Addendum No ----,
ii. Power of Attorney - (Annexure - 2)
iii. Organization Details - (Annexure - 3)
iv. Details to fulfill the "Minimum Eligibility Criteria" and certificates –
v. (Annexure 4)
vi. Average Financial turnover over the last three financial year - (Annexure 5)
vii. List of ongoing works at NMPA -(Annexure-6)
viii. List of plant and equipment – (Annexure - 7)
ix. Declaration – (Annexure – 8)
x. EMD Paid by RTGS/NEFT vide UTR No…….dtd. ……. of (name and address of the branch).
xi. Banker's Details – Annexure 10 & 11
xii. Tender fee paid by NEFT vide UTR No…….dtd……. of (name and address of the branch).
xiii. Copy of valid PAN Card ESI, PF &GST Registration certificate.

Signature
(Authorised Signatory)

Annexure – 2

ON STAMP PAPER

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

--

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 (Name of work) or any other works incidental to such construction works.
b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON
_____ BY
(Name & designation of Attorney)

Annexure – 3

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

--

ORGANIZATION DETAILS

CONTACT No.:
NAME OF APPLICANT:

1. Name of the Owner:
2. Address:
   Telephone No. :
   Fax No.
3. Description of Applicant
   (for e.g. General, Civil Engineering etc.)
4. Registration and Classification of Contractors:
5. Name and address of bankers:
6. Number of years of experience as a general contractor:-
   In own Country:
   Internationally:
7. Number of years of experience as a sub-contractor:
   Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:
8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
9. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Signature
(Authorised Signatory)

Annexure – 4

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

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

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

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

Signature
(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Sl. No 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)
Date: Name and seal of the audit firm:

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

Instructions:

i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".
ii. A separate sheet should be filled for each of the eligible assignments.
iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

Annexure – 5

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

FINANCIAL CAPABLITY

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

Net Worth	Turnover			
Year 1	Year 1	Year 2	Year 3	Average

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for). Year 1 will be the Financial Year 2020-21. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2. The Bidder shall provide audited Annual Reports as required under this Bid Document.

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

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

Source of Credit line	Amount

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

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

Certified by C.A Signature

(Authorised Signatory)

Annexure – 6

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

LIST OF ONGOING WORKS IN HAND AT NMPA

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

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

Contractor

Annexure – 6A (Not applicable)

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

DETAILS OF PROPOSED APPROACH & METHODOLOGY

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

Signature
(Authorised Signatory)

Annexure – 7

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

--

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

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

Description of equipment	Requirement no. / capacity	Owned / leased / to be procured	Nos / capacity	Age / condition	Remarks (from whom to be purchased)	At what stage of contract period the equipment will be available

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

Signature
(Authorised Signatory)

Annexure – 8

NEW MANGALORE PORT AUTHORITY

"HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28."

DECLARATION

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

i. I have read the tender document Vol. I (Section I to III) Vol.II (Section IV and V) and Vol.III (Section V and VII) and agreed to the terms and conditions mentioned therein.

ii. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.

iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.

iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 12**

vi. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation

&Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or othenrvise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work

vii. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. lf any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules

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

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Annexure-9

BID SECURITY (BANK GUARANTEE) (NOT APPLICABLE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated_____ [date] for the Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28.(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of these obligations are:

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

or

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

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

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

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

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

This Guarantee will remain in force up to and including the date _____ 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the

Bank not later than the above date.

Notwithstanding anything mentioned above,
Our liability against this guarantee is restricted to Rs …… (Rupees ……. only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this …… day of …… 20 ……

DATE_____ SIGNATURE OF THE BANK_____

WITNESS_____SEAL_____
_____

_____
[Signature, name and address]

_____ _____ _____ _____
_____

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Annexure-10

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

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature of the Party

Annexure-11

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone: Mobile : Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

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

Signature of the HOD/HOO with seal

Annexure 12

INDEMNITY BOND

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

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

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

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

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

The Indemnifier shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the

Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Muncipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For…….....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:
Date:
Witness:
1……..
Signature with Name, Designation & Address
2……
Signature with Name, Designation & Address

Annexure-13

BID SECURITY DECLARATION FORM

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

Bid No.: [insert number of bidding process]

To: [insert complete name of the Employer]

I/We. The undersigned, declare that:

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

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

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

a) have withdrawn / modified / amended, impairs or derogates from the bid, my / our Bid during the period of bid validity specified in the form of Bid; or

b) do not accept the correction of errors in accordance with the Instructions to Bidders; or

c) having been notified of the acceptance of our Bid by the employer during the period of bid validity,

i. fail or refuse to execute the contract, if required; or

ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or

iii. fail or refuse to furnish a domestic preference security, if required.

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

i. the receipt of your notification of the name of the successful Bidder; or

ii. 28 (Twenty eight) days after the expiration of the validity of my/our Bid

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

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

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

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

Dated on _____ day of _____, _____ [insert date of Signing]

Corporate seal [where appropriate]

Annexure-14

Format for Self Certification under Preference to "MAKE IN INDIA" Policy

(Refer Clause No. 38 of ITT)

CERTIFICATE

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

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

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

Signature of the Bidder

Date :

Place :

SECTION - II

iii) FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20___ BETWEEN New Mangalore Port Authority (hereinafter called "the Employer") of the one part and _____ _____ _____
_____
_____
_____

(hereinafter called "the Contractor") of the other part WHEREAS the Employer is desirous that certain works should be executed by the Contractor, Viz---------- and has accepted a Tender by the Contractor for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs .....

NOW THIS AGREEMENT WITNESSETH as follows:

1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-

a) The Letter of Acceptance;
b) The Said Tender (Technical Bid);
c) The Conditions of Contract (Parts I and II)
d) The Specifications;
e) The Drawings;
f) The Bill of Quantities and
g) The Addenda
h) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.

3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the

execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws.

This document contains ..... pages in all. This agreement is assigned No. CEA ..... /20XX-XX.

The Common Seal of

_____

_____

was hereunto affixed in the presence of :

SECTION - III

iv) CONDITIONS OF CONTRACT

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44.

The Completion Date is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Sub Clause 54

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.
The Employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

The Engineer or his nominee is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.

Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which are included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer or his nominee which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The Trained Work Person are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

2. **Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance and notice to proceed with works
(3) Contractor's Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other documents listed in the Contract Data as forming part of the Contract.

3. **Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. **Engineer or his nominee's Decisions**

4.1 Except where otherwise specifically stated, the Engineer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. **Delegation**

5.1 The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. **Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

7. **Contract Agreement**

A suitable form is annexed as "FORM OF AGREEMENT" to the Contract Document. Upon signing the Contract Agreement, the Contractor shall make 12 copies of Contract Documents in hardbound cover which shall cover documents used in Contract/Agreement and provide the same to the Employer at no extra cost. No work shall be commenced without signing contract agreement.

Data made available by the Employer in accordance with provisions of the Condition of Contract shall be deemed to include data listed elsewhere in the Contract and open for inspection at the office of the Deputy Chief Engineer (Civil) of the New Mangalore Port Authority (by prior appointment with the Engineer).

8. **Subcontracting**

8.1 The Contractor may subcontract with the approval of the Engineer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractors

8.2 The Contractor shall co-operate and share the site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

9.2 If the Engineer or his nominee asks the contractor to remove a person who is a member of the contractor's staff of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks and the contractor carries the risks which this Contract states are contractor's risks.

11. Employer's Risks

11.1 The Employers risks are

a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:

i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;

ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;

iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

vi) Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.

b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) could not have reasonably foreseen, or

ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

A) prevent loss or damage to physical property from occurring by taking appropriate measures, or

B) insure against.

12. **Contractor's Risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. **Insurance**

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.

a) loss of or damage to the Works, Plant and Materials

b) loss of or damage to Equipment;

c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the contractor to the Engineer or his nominee for the Engineer or his nominee's approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

14. **Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. **Queries about the Contract Data**

The Engineer or his nominee will clarify queries on the Contract Data.

16. **Contractor to Construct the Works**

The Contractor shall construct and install the works in accordance with the Specification and Drawings.

17. **The Works to Be Completed by the Intended Completion Date**

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the program submitted by the contractor as updated with the approval of the Engineer or his nominee, and complete them by the Intended Completion Date.

18. **Approval by the Engineer or his nominee**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer or his nominee's Approval shall not alter the contractor's responsibility for design of the Temporary Works.

18.4 All Drawings prepared by the contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer or his nominee before their use.

19. **Safety**

The contractor shall be responsible for the safety of all activities on the Site.

20. **Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer or his nominee of such discoveries and carry out the Engineer or his nominee's instructions for dealing with them.

21. **Possession of the Site**

The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given

by the start date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

22. **Access to the Site**

The Contractor shall allow the Engineer or his nominee and any person authorised by the Engineer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

23. **Instructions**

The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

24. **Disputes**

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

25. **Settlement of Disputes**

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] established pursuant to Appendix 1 hereto. (Not applicable to this contract)

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation / Arbitral Award.

25.2. Arbitration

Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be

decided by arbitration as set forth below:

i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.

ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/ Chairman's order, making such an appointment shall be furnished to both the parties.

v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English

vi) The Arbitration shall be conducted by the experts from the panel of CIDCSIAC Arbitration Center.

vii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party

itself.

viii) All arbitration awards shall be in writing and shall state the reasons for the award.

ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

26. **Replacement of conciliator (deleted)**

B. TIME CONTROL

27. **Program**

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved Program.

27.4 The Contractor shall submit to the Engineer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

28. **Revised Program**

The Engineer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

29. **Extension of the Intended Completion Date**

29.1 The Engineer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

29.2 The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. **Delays Ordered by the Engineer or his nominee**

The Engineer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

31. **Management Meetings**

31.1 Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. **Early Warning**

32.1 The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

C. QUALITY CONTROL

33. **Identify Defects**

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

34. **Tests**

If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. **Defect Liability**

35.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice. To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

(a) Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the engineer and

(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

35.3 Cost of Remedying Defects

All work referred to in Sub-Clause 35.2 shall be executed by the contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

a) The use of materials, Plant or workmanship not in accordance with the Contract, or

b) Where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation,

expressed or implied, on the Contractor's part under the Contract.

35.4 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 35, have been completed to the satisfaction of the Engineer.

35.5 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

36. **Uncorrected Defects.**

If the Contractor has not corrected a Defect within the time specified in the Engineer or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than +25 % provided the change exceeds +10% of initial Contract Price, the Engineer or his nominee shall adjust the rate(s), to allow for the change.

38.2 The Engineer or his nominee shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent except with the Prior approval of the Employer.

38.3 If requested by the Engineer or his nominee where the quoted rate(s) of any item(s) is abnormally high, the Contractor shall provide the Engineer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

39. Variations

39.1 The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

a) increase or decrease the quantity of any work included in the Contract,
b) omit any such work,
c) change the character or quality or kind of any such work,
d) change the levels, lines, position and dimension of any part of the Works,
e) execute additional work of any kind necessary for the completion of the Works,
f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, by the effect, if any, of all such variations shall be valued in accordance with Clause 40. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the

contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor. All Variations shall be included in updated Programs produced by the contractor.

39.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

40. Payments for Variations

40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

i) Rates and prices in Contract, if applicable plus escalation as per contract.

ii) Rates and prices in the Schedule of Rates applicable to the Contract plus ruling percentage.

iii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply

ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage.

iii) Market rates of material and labor, hire charges of plant and machinery used plus 10% for overheads and profits of contractor.

40.4 If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

40.5 If the Engineer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

41. Cash flow forecasts

41.1 When the Program is updated, the contractor is to provide the Engineer or his nominee with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Engineer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51.6 of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Engineer or his nominee.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

42.5 The value of work executed shall include the valuation of variations and Compensation Events.

42.6 The Engineer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 The bills for other Construction/Renovation/Miscellaneous works which are not paid on monthly basis the Contractor has to submit the bill within 7 days of joint measurement taken along with the concerned Engineer. The Engineer has to ensure that joint measurement to be completed within 7 days of completing of part work / running work. The concerned Engineer i/c shall check and make entries into bill/M.B within 10 days of submission of the interim bill and submit to Executive Engineer/ Superintending Engineer (Civil). The Executive Engineer/ Superintending Engineer (Civil) shall check the bills and after certification of the quantities as per manual shall forward to the Finance Department within 3 working days. The Contractor and Assistant Engineer both jointly complete the measurements, if Contractor due to any reason does not attend/avoid joint survey/measurements the Executive Engineer shall give notice to the contractor to be present at the site for joint measurement within 7 days notice. If the contractor fails to attend the joint measurement second notice shall be issued to the contractor to attend the joint measurement within 3 days failure to attend the site for joint measurement the Assistant Engineer and AEE or EE would record the reason and complete the measurements in a transparent manner departmentally and submit the bill.

Bills / Tax invoice shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.

43.2 Interim of bill amount will be paid within 14 days of submission of the bill.

43.3 Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission

43.4 The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc

43.5 If an amount certified is increased in a later certificate as a result of an award by the DRB or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.

(c) The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(e) The Engineer or his nominee unreasonably does not approve for a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.

(g) The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

(i) The effect on the Contractor of any of the Employer's Risks.

(j) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much he Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer or his nominee and the

Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Engineer or his nominee shall adjust the Contract Price based on Engineer or his nominee's own forecast. The Engineer or his nominee will assume that the Contractor will react competently and promptly to the event.

45. **Tax**

45.1 The rates quoted by the Contractor to be inclusive of taxes if any excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence. The GST shall be quoted separately in tax invoice. The contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence.

46. **Currencies**

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.

47. **Price Adjustment. (Not Applicable)**

48. **Retention**

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 Retention Money shall be deducted at the rate of 10% of the toatal tax invoice, from first Running Bill onwards subject to a max of 5% plus of the contract price including GST. Retention money shall be refunded after completion of defect liability period along with performance security.

49. **Liquidated Damages**

49A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half per cent (½%) of the contract price per week of delay, or part thereof subject to a maximum of 10 per cent of the contract price.

49A(i) The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or

remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half per cent (½%) of the contract value of the works including GST for each week or part of the week subject to the ceiling defined in sub-Clause 49 A.

In the event of forfeiting the LD / EMD / SD performance Guarantee and while imposing penalty GST at applicable rate is applicable.

49A(ii) The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

49A(iii) The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

49A(iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the Employer shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

49A(v) In case Part / portions of the work can be commissioned and the Port operates the portion for commercial purposes, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

50. **Nominated Subcontractors**

All specialists, merchants, tradesmen and others executing any work or supplying any good, materials, Plant or services for which provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract, the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "Nominated Subcontractors".

51. **Advance payment (Not Applicable)**

The Employer shall make the following advance payments:

51.1 Mobilization Advance shall be paid up to 10% of Contract price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance.

51.2 Construction / installation equipment Advance shall be paid up to 5% of Contract price, limited to 90% of assessed cost of machinery.

51.3 Mobilization Advance and Construction Equipment Advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest rate at the discretion of the employer and against Bank Guarantee for Mobilization Advance and against hypothecation of Construction Equipment to the Employer.

51.4 Equipment advance will be paid in two or more installments. First installment shall be paid after Construction Equipment has arrived at the site and next installment shall be paid after satisfactory utilization of earlier advance (s).

51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original Contract work is executed.

51.6 Secured Advance :The Engineer or his nominee shall make advance payment in respect of materials and plant brought to site but not yet incorporated and installed in the Works in accordance with conditions stipulated in the Contract Data.
75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of perishable nature should be adequately insured.

52. **Securities**

52.1 52.1 Security deposit shall consist of two parts

a) Performance security to be submitted at award of the work
b) Retention Money to be recovered from Running Bills.

52.2 The Security deposit at 10% of the contract amount including GST, of which 5% of contract price should be submitted as Performance Security within 21 days of receipt of letter of acceptance and balance 5% recovered as retention money from running bills. Recovery of 5% of retention money shall commence from the first RA bill onwards @ 10% for each bill. Retention money shall be refunded after completion of defect liability period. The performance Bank Guarantee will be released after completion of defect liability period.

53. **Removal of Craft or Plant which has sunk (NA to this contract)**

The Contractor shall forthwith and with dispatch at his own cost raise and

remove any craft or plant (floating or otherwise) belonging to him or to any sub-contractor employed by him (including also any plant which is held by the Contractor or any sub-contractor under agreement for hire or hire-purchase) which may be sunk in the course of the construction completion or maintenance of the Works or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the contractor shall set al such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable under General Conditions) and the Contractor shall refund to the Employer all costs incurred in connection therewith.

Contractor's Temporary Moorings

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

54. **Cost of Repairs**

53.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. **Completion**

After completion of the work, the contractor will serve a written notice to the Engineer or his nominee/Employer to this effect. The Engineer or his nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

Surfaces Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

56. **Taking Over**

The Employer shall take over the Site and the Works within seven days of the Engineer or his nominee issuing a certificate of Completion.

Taking-Over Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking- over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking- Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instruction in writing to the Contractor specifying all the work which in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in above Clause, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of :

a. any Section in respect of which a separate Time for Completion is provided in the appendix to Tender, or

b. any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or

c. any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

57. **Final Account**

The Contractor shall supply to the Engineer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer or his nominee shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the Final Account is still unsatisfactory after it has been resubmitted the Engineer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

58. **Submission of 'As built Drawings'**

"As built" Drawings are required to be submitted by the Contractor and shall be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. **Termination**

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Engineer or his nominee.

(b) the Engineer or his nominee instructs the Contractor to delay the

progress of the Works and the instruction is not withdrawn within 28 days.

(c) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

(d) a payment certified by the Engineer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Engineer or his nominee's certificate:

(e) the Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.

(f) the Contractor does not maintain a security which is required.

(g) the Contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "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. 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."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer or his nominee for a cause other than those listed under Sub Clause 59.2 above, the Engineer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60. **Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. **Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. **Release from Performance**

If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Engineer or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

The conditions of contract shall be the general conditions of contract in Section-III (v) as modified or added by the following condition of special conditions as provided in Section – III(vi) herein, which shall be read and construed with the general condition in Section – 3 A to E as if they were incorporated therein. In so far as any of the condition of the special conditions may conflict or be in consisting with any of general conditions of in Section -3F-

Special condition of the contract shall prevail.

63. **Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer or his nominee, deliver to the Engineer or his nominee a return in detail, in such form and at such intervals as the Engineer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer or his nominee may require.

64. **Compliance with labour regulations**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer / Engineer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

65. **Safety, Security and Protection of the Environment.**

Subject and without prejudice to any other provision of the Contract, the Contractor shall take all reasonable precautions:

(a) In connection with underground water resources (including percolating

water) to prevent

(i) Any interference with the supply to or abstraction from such sources

(ii) Pollution of the water so as to affect adversely the quality thereof.

(b) All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

(c) The Contractor at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.

(d) The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.

All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

66. **Insurance of Works and Contractor's Equipment**

The Insurance shall be issued by Nationalized Insurance Company from its Mangalore Branch which has been determined by the Contractor to be acceptable to the Employer.

The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 25 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

i. The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

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

iii. The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

iv. The Contractor is liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. lf any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

v. PERSONAL PROTECTIVE EQUIPMENTS The Contractor shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

67. **War Risks Insurance**

If the Contractor receives instructions from the Employer to insure against war risks, such insurance if normally available shall be effected, at the cost of the Employer, with the Insurance Company acceptable to the Employer and shall

be in the joint names of the Employer and the Contractor.

68. **Royalty**

Except where otherwise stated, the contractor shall pay to the authority all tonnage and other royalties, rent and other payments or compensation if any, for getting stone, sand, gravel, clay or other materials by him and his subordinates and his subcontractors and required for the works, at the rates and such conditions as notified by the State Government. The applicable rates for royalty is enclosed as Schedule-A in Volume –III. The contractor should submit the Mineral Dispatch Permit (MDP) in original for the quantity executed by the contractor for the requisite quantity of material incorporated in works for which MDP is issued by the authorized supplier. If contractor fails to submit the MDP in original the amount equal to 5 times the royalty charges shall be deducted from the contractor's bills as per prevailing orders issued by the Authority.

69. **Transport of Contractor's Equipment or Temporary Works**

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant or equipment materials or pre-constructed units or parts of units of work over roads, highways or bridges on which such oversized and over weight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be deemed to be included in his contract price.

70. **Transport of Materials or Plant**

The contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any claim made by the concerned authorities in respect of damage or injury to roads, highways or bridges. In case of failure of the Contractor to settle such claims and in case the Employer is held responsible for payment to the authorities, then the Employer shall settle the claim and the Employer's expenses in this regard, as certified by the Engineer, may be deducted by the Employer from any money due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly with a copy to the Employer.

71. **Labor Laws & Regulations**

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

either by the State or the Central Govt. or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation And Abolition) Act 1970 and Equal Remuneration Act 1976, Employees' State Insurance Act, 1948, Factories Act, Minimum Wages Act, Provident Fund Regulations. Employees' Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the Contractor, the Engineer shall have the right to recover from the Contractor any sum required estimated to be required for making good the loss or damage suffered by the Employer. The Tenderers must have valid ESI and PF registration and shall maintain the records prescribed under ESI Regulations and PF Act & make the contribution towards ESI and PF in respect of persons employed by the Contractor. The contractor shall make available such records for inspection by ESI and PF authorities during inspection and furnish the copies of such records to the employer regularly. The EPF and ESI contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer –in –charge to the contractor on actual basis. The minimum wages applicable for Mangalore City is enclosed as Schedule – B in Volume – III.

71.1. Accident Prevention/Safety Officer

The Contractor shall have on his staff on site an officer dealing with all matters regarding safety and protection against, accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.

71.2 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.

71.3 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing and on the site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

71.4 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

71.5 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statues, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs or permit or suffer any such importation, sale, and gift, barter disposal by his sub-contractions agents or employees.

71.6 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any persons or person, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

71.7 Festivals and Religious Customs

The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

71.8 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Govt., or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

71.9 Employment of Person in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or other agencies engaged for any works of the Employer.

71.10 Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour employed for the purposes of or in connection with the Contract, including all fencing water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses fire prevention and fire-fighting equipment, **crèche for children** of his staff and labour employed for the purposes, furniture, other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer. The land for construction of labour camps

shall be allotted outside the security area to the extent available and such area allotted for labour camps will be charged a ground rent at TAMP approved rates. The ground rent is liable for change as per the prevailing TAMP rates from time to time during the currency of the contract.

71.11 Fair Wages, Records, Inspection

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

The Contractor shall maintain records of Wages and other remuneration paid to his employee in such form as may be convenient and to the requirements of the Employer/Engineer and the Labour Enforcement Officer (Central), Ministry of Labour, Govt. of India, or such other authorized person appointed by the Central Govt. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to any other person authorized by him on his behalf.

71.12 Reporting of Accidents

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

71.13 Observance by Sub-Contractors

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

71.14 Port Entry Permission

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his Materials, labors and the staffs engaged in the works. The Contractor has to get the vehicle and labor RIFD based passes for the entry inside the wharf area based on prevailing rates.

71.15 Site - Protected Area

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the

Engineer and abide by the Rules of the New Mangalore Port Authority with regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits. The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

72. **Life Saving Appliances and First Aid**

The Contractor shall provide and maintain upon the Works sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

73. **Diving Operations**

a) Any diving work shall be carried out in accordance with the Diving Operations Regulations of the Government of India.
b) Before any diving work is undertaken the Contractor shall supply the Engineer or his representative with two copies of the Code of signals to be employed and is to have a copy of such Code Prominently displayed on the craft or structure from which the operations take place

74. **Bribes**

If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and termination had been made pursuant to that Clause.

The bidders shall give an undertaking that they 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.

75. **Details to be Confidential**

The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper of elsewhere without the previous consent in writing of the employer. If any dispute arises as to the necessity of any publication or disclosure for the

purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

76. **Contractor's Temporary works, office, etc.**

76.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work and temporary platforms etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Chief Engineer. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as New Mangalore Port Authority, Police, Customs, etc. would be complied with.

76.2 Submission of Reports, Returns, etc.

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

77. **Water Supply**

Water to the extent available will be supplied to the Contractor at a fixed point on the main water supply line within the Port area. The plumbing connection and extension of necessary supply pipeline to the working area shall be arranged by the Contractor at his own cost. The Contractor shall also provide a water meter at his cost for metering the quantity of water used. Charges for the consumption of the water will be paid by the Contractor to the Employer at notify rate as applicable time to time during the currency of the Contract. For non-supply of water at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

78. **Power Supply**

The Electricity connection for lighting, welding and other mechanical works to the extent available will be made available by the Employer within the Port area. Drawing of power lines etc. from the available point of supply of power to the actual work site either by overhead lines or underground cables shall be arranged by the contractor at his cost. The temporary lines and connections by the Contractor shall be approved by the Engineer's representative before availing power. The Contractor shall provide Trivector Meter to read

consumption in units, power demand and power factor.

The Contractor shall indicate his requirement of power to the Engineer within 15 days from the date of the letter of acceptance of the tender. lf the power requirement is more than 50 KW, the Contractor has to avail the power supply at 11 KV and install his own transformer of suitable capacity and work carried out as per IE Rules & Regulations as approved by the CEA. The Contractor shall pay to the Employer, the power charges as per the prevailing Tariff schedule of MESCOM in force during the work of the Contractor. At present, it is Rs.7.46 per unit consumed and demand charges @ Rs. 190.00 per KVA or part thereof per month on connected load, security deposit Rs. 4,604.00 per KVA along with departmental charges @ 23.75% of the bill amount. The Contractor shall also pay the connection and disconnection charges as applicable.

The Contractor shall ensure that the power factor of the system does not fall below 0.90 at any time and shall provide at his cost required capacity capacitors bank to maintain the Power Factor of all power loads. If the capacity of the capacitor found less than stipulated as per regulation during inspection, surcharge at Rs. 0.03 per unit will be levied. The contractor shall pay refundable Security Deposit of Rs. 4,604/- per KVA of the sanctioned load, before availing the power supply in the form of a Demand Draft drawn in favour of FA&CAO, NMPA from any Scheduled Bank.

The Contractor shall submit a complete drawing of the power points, wiring, diagram indicating all electrical loads, earthing etc. in complete shape along with the completion report. The Trivector Meter provided is calibrated either by M/s. MESCOM or NITK, Surathkal, and such a Certificate to be produced. For non-supply of power at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

79. **Taxes and Duties**

79.1 The Contractor shall pay Tax if any and other levies as applicable from time to time. GST at applicable rate shall be shown separate line items in the Tax invoice.

79.2 Sales / Turnover Tax on Works Contract (Deleted)

79.3 Income Tax

The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor’s bill for payment.

79.4 Goods and Service tax

The contractor shall not include GST component in rate. The GST shall be paid to the contractor separately as applicable. The contractor shall submit running account bills indicating GST separately as applicable. The Contractor shall be responsible for the payment of GST applicable, to the GST authority. The contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence.

The invoice with respect to supplies should contain following information:-

- Name of the Customer : New Mangalore Port Authority
- GSTIN of the Customer : 29AAALN0057A2ZG
- All other information as specified in GST act and GST tax invoice rules such as SAC code, Supplier address, Supplier GSTIN, IRN number QR code etc.

Noncompliance of the above result in rejection of invoice.

The Invoice should be uploaded to GST website on monthly basis with in the due date as specified by GST act. Input tax credit lost by Port due to any error, omission or non filing of return will be recovered from any amount due to the supplier Any input tax credit lost by the Port due to due to any error, omission or non filing of return will be recovered from the bills and other monies available with the Port

80. **Price Adjustment (not applicable to this contract)**

81. **Noise and Disturbance**

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims demands proceedings damages costs charges and expenses whatsoever in regard or in relation to such liability.

82. **Safety Code**

Necessary Indian Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same. The set of such conditions (regulation) is available with NMPA and the contractor is required to go through it before tendering.

Besides the above, the Contractor shall also scrupulously adhere to and observe the following safety codes:

The Contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

Suitable and strong scaffolds should be provided for the workmen for all work that cannot be safely done from ground. No portable single ladder shall be over 8 meters in length.

Hoisting machines and tackles used in the works including their attachments,

and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used for hoisting or lowering materials or as means or

suspension shall be of durable quality and adequate strength and free from defects.

The excavated material shall no be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform shall be provided with suitable fence to prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling materials such cement, cement mortar, concrete, lime mortar and asphalt shall be provided with protective footwear and rubber hand gloves and thin cloth for covering face and head.

Those engaged in welding work shall be provided with welder protective eye shield and glove.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

83. **Port Authority Rules**

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

The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

84. **Execution of work**

The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area The Contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.

All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before stacking at the site of work.

Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully

maintained approaches and road diversions with suitable sign boards for

indications of road signs etc. as directed by the Engineer-in-Charge.

85. **Customs Duty**

Being Port Development Project, Customs Duty shall be applicable as per project import chapter 9801.00 read with Notification 17-2001, serial No. 38 (vi) and Notification 42-96 amended by 21-2000 of customs tariff, Government of India.

Customs Duty leviable shall be paid directly by the Contractor to the Customs Authorities, Government of India. The Employer shall reimburse this amount upon submission of documentary evidence in original for the proof of payment of such Customs Duty. The reimbursement of such amount towards Customs Duty shall be limited to the Ceiling amount quoted by the Contractor in the Bill of Quantities as above. If the Contractor incurs Customs Duty Levy less than the said Ceiling Amount, the reimbursement by the Employer shall be limited to the documented cost of Customs Duty levies actually paid to the Customs Authorities, Government of India. If the Actual Customs Duty levies paid by the Contractor exceeds the said Ceiling Amount, then the reimbursement by the Employer shall be limited to the Ceiling Amount. The reimbursement of the Customs Duty will be limited only to the Imported Materials listed in “Preamble and Bill of Quantities”, BOQ No.__. During the execution of the Works, if it necessitates for expeditious completion of the Works, Contractor may resort to import of any of the materials not listed aforesaid, with the approval of the Employer. However, the aggregate amount of Customs Duty to be reimbursed shall not exceed the lump sum amount offered in the Priced Bill of Quantities.

It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Government authorities and get the Imported Materials cleared and transported in time. The Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipments and plant to storage godowns, yards, sites etc. The contractor shall be fully responsible for any delays, penalties charges and losses if any in this regard.

The Employer shall upon request from the Contractor along with necessary details, provide recommendatory letter(s) for Imported Materials at concession rate or Customs Duty as applicable. However, the responsibility for obtaining such concession rate of customs duty shall be that of the Contractor.

It shall be the responsibility of the Contractor to check the latest position on Customs duty levies applicable and the Employer does not accept any liability on the account. For bill of Lading, the “Consignee” for permanent materials to

be incorporated into the Works will be the New Mangalore Port Authority. The Contractor will be "Notify Party". Notwithstanding the above, obtaining "Essentiality Certificate" (if any), payment of deposit (if any) towards Customs Duty, etc. shall be the responsibility of the Contractor.

The Contractor shall give an undertaking follows:

a) Being the ultimate Employer of the materials to be imported and incorporated into the works covered under the Tender _____ _____ _____ we request New Mangalore Port Authority to be consignee in the matter of permanent materials to be imported by us at our cost (covering payments of materials by letter of credit) including freight, insurances, taxes and any other charges whatsoever payable in connection with the import and its incorporation into the work.

b) We hereby confirm, in the event of New Mangalore Port Authority becoming consignee, it will not absolve us from any of the obligations, and will not alter the payment terms under the Contract No. SCB II/ 2009 dated …….. between ……. (*the Contractor*) and New Mangalore Port Authority.

c) New Mangalore Port Authority becoming a consignee is a matter of convenience and we undertake to abide by all the obligations, responsibilities etc. as if we are our self a consignee.

d) In respect of nay consequences arising out of New Mangalore Port Authority becoming the consignee we hereby unequivocally and irrevocably agree to indemnify New Mangalore Port Authority for such consequences.

e) We also undertake and confirm to obtained all permits and licenses etc. at our own cost. New Mangalore Port Authority's responsibilities in this regard will be the same as under the said contract and limited to issuing required recommendatory letters for obtaining such permits and licenses.

f) *This undertaking does not in anyway vitiate our contractual liabilities and* obligations cast upon us by Contract No. / 20XX dated …….. between ……(*the Contractor*) and New Mangalore Port Authority.

86. **Drawings & Designs**

(a) General details of the works are shown on the drawings accompanying this tender document. The Engineer will supply to the Contractor from time to time during the progress of the works such further working drawings as will be necessary in his opinion for the proper and adequate execution and

maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If the Contractor requires more sets he will have to make his own arrangement at his cost. Residual Design, Detailing & Engineering: - The Engineer to the project has done the detailed design and engineering for the subject tender. During execution of the work the residual design, detailing and engineering, if needed, is to be carried out by the contractor at no extra cost to the Employer. For equipment/ Installations detailed drawings need to be produced by the contractor at no extra cost to the Employer. The contractor shall also get approved such design, detailing & engineering from the Engineer.

(b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the contractor, who shall carryout the work in accordance therewith. The contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved in additions to these working drawings and calculation sheets as approved. In addition to these working drawings are also to be submitted (the same procedure as in the ease of the contractor) in respect of any work proposed to be executed by sub-contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the contractor of responsibility in connection with the execution of the altered/modified or subcontractor's work.

(c) Submission of 'As built Drawings'

"As built" Drawings are required to be submitted by the Contractor and shall be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract

Data from payments due to the Contractor.

87. **Monsoon Period**

Monsoon period will be reckoned from 1st June to 30th September.

88. **Progress Report**

The following reports shall be submitted for review; as an input to the Management meeting to be held as per Clause No 31 of Conditions of Contract.

88.1 Daily reports

The contractor shall submit daily report indicating daily activities, weather condition, actual manpower, equipment and the prominent materials available and arriving to site. The contractor shall submit the daily report format to the Department for prior approval.

88.2 Monthly Reports

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in triplicate. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

a) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Sub-Contractor,
b) Photographs in hardcopy & digital copy and videography in two sets showing the various stages of progress on the Site monthly;
c) For the supply of manufactured items, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
    i) Commencement of manufacture,
    ii) Contractor's/Engineer's inspections,
    iii) Tests,
    iv) Shipment and arrival at the Site;
d) Copies of quality assurance documents, test results and certificates of Materials;
e) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
f) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion In accordance with the Contract, and the measures being (or to be) adopted to

overcome delays.

89. **Completion Documents (not applicable)**

To treat that the work has been completed and issue a final payment certificate, the following documents will be deemed to form the completion documents:

i) The Technical documents according to which the work was carried out.
ii) The set of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.
iii) Certificates of final levels and dimensions as set out for various works.
iv) Certificates of tests performed for various works.
v) “As Built” Drawings.

90. **Submission of statutory documents**

The successful bidder, with in 7days from the date of work order, shall submit self-attested copy of statutory documents such PAN card, GST registration certificate, ESI registration certificate, EPF registration certificate, Labour Identification Number (LIN) and any other documents required for successful completion of work.

G. SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN CONSTRUCTION WORK

(a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer and workers @ 13.00% and12% respectively. The benefits payable under the Act are:

(i) Pension to family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,

k) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

v) CONTRACT DATA

Items marked “N/A” do not apply in this Contract.

Sl. No.	Description	Reference Cl. No.
1	The following documents are also part of the Contract	
	The Schedule of other contractors	(8)
	The Schedule of Key personnel	(9)
2	The above insertions should correspond to the information provided in the Invitation of Bids.	
3	The Employer is	(1)
	New Mangalore Port Authority, Panambur, Mangalore – 575010	
	Name of Authorized Representative:	
	Name : Chairman, New Mangalore Port Authority, Panambur, Mangalore – 575010	
4	The Engineer is	
	Name : Chief Engineer (C), New Mangalore Port Authority, Panambur, Mangalore- 57501010	
	Name of Nominee is	
	Name : Superintending Engineer (SE(C-II)) Civil Engineering Department, NMPA, Panambur, Mangalore- 575010	
5	The name and identification number of the Contract is	
	Name of Contract :- “Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28.” Tender no: CIVIL/CE(C)/EE(C)/92/2025-26	(1)
6	The works consist of ” Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing	(1)

<table>
<tr><th>Sl. No.</th><th>Description</th><th>Reference Cl. No.</th></tr>
<tr><td></td><td>unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28.”.</td><td></td></tr>
<tr><td>7</td><td>The start date shall be 7 days from the date of Issue of Letter of Acceptance. However no work shall be commenced without signing contract agreement.</td><td>Conditions of contract A-General 1.Definitions</td></tr>
<tr><td>8</td><td>The Contract price is the price stated in the letter of acceptance. However payment will be made as per actual work done accordance with the contract provisions.</td><td>1.Definitions</td></tr>
<tr><td>9</td><td>The Intended completion Date for the whole of the Work is 24 (Twenty Four) Months with the following milestones:</td><td>(17,28)</td></tr>
<tr><td>10</td><td>Milestone dates:
<table>
<tr><td>Physical works to be completed</td><td>Period from the date of commencement of work</td></tr>
<tr><td colspan="2">Milestones dates shall be provided to the Contractor by the Executive Engineer executing the work for completion of the work as per the scheduled date.</td></tr>
</table></td><td></td></tr>
<tr><td>11</td><td>The following shall form part of the Contract Document:
(1) Form of Agreement
(2) Letter of Acceptance
(3) Contractor’s Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other documents listed in the Contract Data as forming part of the Contract.
(10) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).</td><td>(2.3)</td></tr>
<tr><td>12</td><td>The Contractor shall submit a Program for the Works within 14 days of delivery of the letter of Acceptance.</td><td>(27)</td></tr>
<tr><td>13</td><td>The site possession date
The site will be handed over immediately after issue of Letter of acceptance and the site is free from encumbrances.</td><td>(21)</td></tr>
</table>

Sl. No.	Description	Reference Cl. No.
14	The site is defined in Location plan drawing.	
15	The Defects Liability Period is NIL	(35) 13
16	The minimum insurance cover for physical property, injury and death is Rs.5,00,000/- (Rupees five Lakhs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.	
17	The following events shall also be Compensation Events: The Employer terminates the contract for his convenience.	(44)
18	The period between Programme updates shall be 30 days.	(27)
19	The amount to be withheld for late submission of an updated Programme shall be Rs. 25,000/-.	(27)
20	The Penalty for the delay in submission of the Performance guarantee shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.	(52.2) 34.1
21	The language of the Contract documents is English.	(3)
22	The law, which applies to the Contract, is the law of Union of India.	(3)
23	The currency of the Contract is Indian Rupees.	(46)
24	Fees and types of reimbursable expenses to be paid to the Dispute Review Board (Deleted) As per actuals and equally shared by both the parties. (NA)	(25)
25	The Dispute Review Board shall be constituted after signing of the agreement on mutually agreed terms. (Appendix 1). (Deleted) (NA)	(25)
26	Price Adjustment (deleted)	(47) (80)
27	The proportion of payments retained (retention money) shall be 10% of total tax invoice value from each bill subject to a maximum of 5% of the contract price including GST as applicable.	(48)
28	The maximum amount of liquidated damages for the whole of the works is 10 % of the contract price plus taxes and duties. The half per cent (½%) per week L.D is applicable for delay period of $\frac{1}{3}$of contract period and thereafter 10% L.D	[49]

Sl. No.	Description	Reference Cl. No.
	is applicable.	
29	Clause No. 49A (v) deleted.	
30	Advance payment is not applicable to this contract	[51]
31	Repayment of secured advance: deleted	(51.6)
32	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price.	(52)
33	Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for 5% of the contract price inclusive of GST.	(52.2)
34	The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section III (iv) of the Bidding Documents.	Annexure-A
35	The Contractor has to submit the final claim for reimbursement of ESI and EPF contribution on the part of the employer in respect of this contract within 60 days from the date of completion of work.	(71)

vi) FORM OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annexure A: Performance Bank Guarantee

Annexure B: Bank Guarantee for Advance Payment

Annexure A

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer] _____ [address of Employer]

WHEREAS_____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No._____ dated_____ to execute _____ _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]1 _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs……. (Rupees …….. only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ……

day of …….

Signature and seal of the guarantor _____
Name of Bank _____
Address_____Dat
e_____

1An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure B (NA)

BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE)

To: _____ [name of Employer]

_____ [address of Employer]

_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, _____[name and address of Contractor] (hereinafter called "the Contractor") shall deposit with_____[name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of

1

_____[amount of guarantee] _____[in words].

We, the_____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to_____[name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____[amount of guarantee]1 _____[in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between_____[name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until_____[name of Employer] receives full repayment of the same amount from the Contractor.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs……(Rupees ……..only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ……day of ……..

Yours truly,

Signature and seal:_____

Name of Bank/Financial Institution:_____

Address:_____

Date:_____ 1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Annexure – C (NA)

BANK GUARANTEE FOR RETENTION MONEY (NOT APPLICABLE)

To,

New Mangalore Port Authority,
Administrative Building,
Panambur,
Mangalore – 575 010.

1. In consideration of the Board Members of the New Mangalore Port Authority, Mangalore (hereinafter called "The Board" having agreed to refund _____ _____ (hereinafter called "the said contractor(s)") under the terms and conditions of an Agreement No._____ made between New Mangalore Port Authority and _____ (hereinafter called "the said Agreement") the retention money for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for _____. We _____ (hereinafter referred to as "the Bank") at the request of M/s._____ do hereby undertake to pay the Board an amount not exceeding _____ on demand.

2. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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._____ _____

3. We _____ undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating there to, 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(s) shall

have no claim against us for making such payment.

4. We _____ further agree 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 Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Board that Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Board Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____ __ and unless a claim in writing is lodged with us within three months of the date of expiry or such extended date of expiry of this guarantee all

our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein.

1. Our liability under this Bank Guarantee restricted to a sum of Rs._____ _____Only).
2. This bank guarantee shall be valid up to _____We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

APPENDIX 1

TO GENERAL CONDITIONS OF CONTRACT (NA)

DISPUTES REVIEW BOARD AGREEMENT (NOT APPLICABLE)

THIS AGREEMENT, made and entered into this ..... Day of……..20..... Between …..... ("the Employer") and..... ..... ("the Contractor"),and the Disputes Review Board ("the Board") consisting of One / three Board Members,
(1)……
(2)……
(3)……

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer and the Contractor have contracted for the construction of the …… …… ……. (Project name) …… (the "Contract") and WHEREAS, the contract provides for the establishment and operation of the Board NOW THEREFORE, the parties hereto agree as follows :

1. The parties agree to the establishment and operation of the Board in accordance with this Board Agreement.
2. Except for providing the services required hereunder, the Board Members should not give any advice to either party or to the Engineer or his nominee concerning conduct of the Works.
   The Board Members :
   a. shall have no financial interest in any party to the contract or the Engineer or his nominee, or a financial interest in the contract, except for payment for services on the Board.

   b. shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the 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 his nominee, and any and all prior involvement in the project to which the contract relates;

d. shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or his nominee, except as a Board Member.

e. shall not, while a Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a Board Member is completed;

f. shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

3. Except for its participation in the Board's activities as provided in the contract and in this Agreement none of the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

4. The Contractor shall :
   a) furnish to each Board Members one copy of all documents which the 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, co-ordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.

5. The 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 Board's issuance of its Recommendations on all disputes referred to it.

6. Board Member shall not assign or subcontract any of their work under this Agreement.
7. The Board Members are independent and not employees or agents of either the Employer or the Contractor.
8. The Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the Board.
9. Fees and expenses of the Board Member[s] shall be agreed to and shared equally by the Employer and the Contractor. If the 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. Board Site visits :
    a. The Board shall visit the Site and meet with representatives of the Employer and the Contractor and the Engineer or his nominee at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site failing agreement shall be fixed by the 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, the Contractor and the Engineer or his nominee.

    c. If requested by either party or the Board, the Employer will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or his nominee.
11. Procedure for disputes referred to the Board:
    a. If either party objects to any action or inaction of the other party or the Engineer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or his nominee stating that it is given pursuant to Clause 65 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 Board either party may refer the dispute to the Board by written Request for Recommendation to the Board, the other party and the Engineer or his nominee stating that it is made pursuant to Clause 65.

d. The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
e. When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each 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, and the Engineer or his nominee shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing, to the Employer, the Contractor and the Engineer or his nominee as soon as possible, and in any event not more than 28 days after the 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 Board. Private sessions of the Board may be held at any location convenient to the Board.
b. The Employer, the Engineer or his nominee and the Contractor shall have representatives at all hearings.
c. During the hearings, no Board Member shall express any opinion concerning the merit of any facet of the case.
d. After the hearing are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or his nominee. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.
e. The 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 Board]

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

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

NEW MANGALORE PORT AUTHORITY

Panambur, Mangalore

"Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28."

TENDER DOCUMENT

Volume - II

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Tender no: CIVIL/CE(C)/EE(C)/92/2025-26

Tender for

"Hiring of wheel (Tyre) mounted, chain mounted excavator and Tipper for removing unwanted materials & other allied works in and around wharf area for the year 2026-27 and 2027-28."

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		i)	Instructions to Tenderers
		ii)	Annexure (1 to 13)
	Section II	i)	Form of Agreement
	Section III	i)	Conditions of Contract: Part A - E: General Conditions
		ii)	Conditions of Contract : Part F: Special Conditions
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		v)	Appendix – I and Appendix - II
Volume II	Section IV	i)	Technical Specifications
	Section V	ii)	Drawings
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TECHNICAL SPECIFICATIONS

A. GENERAL

1. INTRODUCTION

The intent of this technical specification covers construction of all civil works as covered in the scope of contract as per drawings supplied by Owner.

All civil works shall be carried out as per design / drawings standardized by the Consultant / Owner and the specification provided by the Consultant / Owner. All standard drawings are enclosed with the tender documents. In case any item is not covered under specification then the same shall be carried out as per CPWD specification and applicable Standards and Codes. Any item for which specification is not provided herein and is not covered under CPWD specification shall be executed as per manufacturer guidelines. All materials shall be of best quality conforming to relevant Standards and Codes. In case of any conflict between Standards / Code and Technical Specification, the provisions of Technical Specification shall prevail, and the Engineer's decision on interpretation shall be final.

The Contractor shall furnish all labor, tools, equipment, materials, temporary works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with drawings, specifications and direction of Owner.

Excavated earth is to be disposed from site as instructed, only into approved landfill areas and dump yard. The cost of excavation to include for necessary lead and lift as specified.

All materials including cement, reinforcement steel and structural steel etc. shall be arranged by the Contractor. All testing required shall be arranged by the Contractor at his own cost. The contractor shall execute the work as per the standard Field Quality Plan (FQP) of NMPT.

The bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon patterns, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.

Level and date of concreting shall be marked on the building from outside at every floor level with proper paint, etc.

All levels and survey work shall be measured by total station and electronic level machine at all floors and places.

Brief Description of Works

The scope of work is defined in the Notice Inviting Tender. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work till completion.

The work shall be executed in accordance with the specification stipulated in the Bill of Quantity and other bidding documents read along with CPWD (Central Public Works Department) specifications for civil works and IS codes with up-to-date revisions. For non-schedule items specification as given along with tender document and similar items of CPWD shall be applicable.

The list of references for civil works are CPWD specifications, relevant IS codes and best practices.

For deep excavations, necessary shoring is to be done, the design of which will be provided by the contractor, after assessing site and soil conditions, and work only to be commenced on site after the same is duly approved by NMPT. Any approval if required from the Mineral department or any other statutory body that has jurisdiction on such excavations has to be obtained by the contractor.

All earth used for back filling should be of approved quality.

Portland Cement of IS 8112 shall be used for all cement & concrete works. This will supersede other specifications of cement to be used for the works.

For ready mixed cement concrete, in addition to the CPWD specification, the following also to be noted:

The cost towards cement quantity reduced from the specified quantity in the item due to mixing of fly ash shall be deducted as per relevant BOQ item. The design mix shall be submitted to Engineer in Charge for approval.

All hard ware fittings shall be of best quality and shall be selected as per the Instructions of Engineer in Charge.

Site location, Boundaries and Possession

The location and boundaries of the Site are shown in the location plan drawing. The Contractor shall confine his activities strictly to the allotted site area(s) and shall not allow his personnel to trespass upon any other areas occupied by the Employer.

1.4 Site Datum and Base Lines

A base line shall be established within the working area by the Contractor. The base line shall be referenced to the site co-ordinate system (based on the Local Coordinates of New Mangalore Port). This bench mark and base line will be the basis for the setting-out for all the Works. The main levels and lines for each portion of the Works shall be established from the bench mark and base line by the Contractor.

1.5 Site Conditions

1.5.1 Location of Work (As per Drawing)

1.5.2 Climate

The climate at Mangalore is tropical with high humidity and a maximum shade temperature of 36°C. The average annual rainfall is approximately 3330 mm and concentrated in the south-west monsoon months of June, July, August and September during which period the average rainfall is as much as 82% of the total annual rainfall.

1.5.3 Wind

The wind in the monsoon months of June, July and August are predominantly from south-west and west with a maximum intensity of 5 on the Beaufort Scale. The winds in the remaining months of the year are predominantly from the north-west and the maximum intensity during this period is also of 5 on the Beaufort Scale.

1.5.4 Cyclones

Even though Mangalore is within the cyclonic area of storms originating in the Arabian Sea and those that enter across the Indian Peninsula from Bay of Bengal, cyclones are not as severe or frequent as in the Bay of Bengal. The maximum wind speed so far recorded in

cyclonic storm, generally does not exceed 62 kmph (16.9 m/sec.) except one during 1965 when the maximum speed recorded was 97 kmph (26.9 m/sec.)

1.5.5 Visibility

Thirty year period observations conducted by the Indian Meteorological Department reveal that poor visibility (visibility less than 4 Kms) is encountered for about 10 days in the south-west monsoon period. The maximum number of foggy days in a year is only 3.

1.5.6 Site Preparation

The Contractor shall furnish all necessary supervision, labour, materials, equipment and tools for Site Preparation, clearing and all other works. Clearing shall mean to completely demolish, remove and dispose with all leads, lifts and descents from the area marked, trees, bushes, deadfalls, embedded logs, dislodged roots, stumps, snogs, boulders, mounds, existing structures and other objectionable materials. The areas required to be cleared shall consist of the work Site, ditches, borrow pits, diversions and all other areas necessary for the construction work as directed by the Engineer-in-Charge.

Before any Temporary Works are commenced, the Contractor shall submit his proposal along with complete drawings of all Temporary Work, he may require for the execution of the Works in advance to the Engineer for approval. The Contractor shall also submit his calculations relating to the design of temporary works, strength, etc. if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Contractor's own cost. The Contractor shall be solely responsible for the stability and safety of all Temporary Work.

It will be the responsibility of the Contractor to make timely procurement of all materials and mobilize all essential equipment for both Temporary and Permanent Works.

1.6 Site Information

The reference is invited to detailed drawing of the construction site for adaptation of methodology for the construction of foundation. However, on account of this change in the geographical profile of site, no extra cost for additional arrangement required to be made will be paid for.

1.7 The Nature of Soil Profile & Pile Depth

The details furnished herein are only for the information/guidelines of the tenderers and the successful contractor shall not claim for any deviation in the actual subsoil profile encountered at site.

1.8 Records

Complete records of all operations connected with the work shall be kept by the Contractor. The Contractor shall submit to the Engineer-in-charge for approval his proposal of the manner of presentation of these records. Three copies of all such records shall be furnished to the Engineer-in-charge on completion of each test or operation.

1. **Hiring of wheel (tyre) mounted excavator**

   Hire charge of wheel tyre mounted excavator for removing the unwanted waste in and around wharf area and loading to tipper as directed by the Engineer including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note:- The machine will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E

2. **Hiring of small chain mounted Excavator-20**

   Hire charge of small chain mounted Ex-20 for removing the unwanted waste in small drains and around wharf area as directed by the Engineer including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in charge. Note:- The machine will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E

3. **Hiring of chain mounted Hydraulic Excavator**

   Hire charge of chain mounted Hydraulic Excavator for removing the unwanted waste in small drains and around wharf area as directed by the Engineer including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in charge. Note:- The machine will be utilized by the department to all the areas wherever required.

4. **Hiring of Tipper**

   Hire charge of Tipper for removing the unwanted waste in and around wharf area as directed by the Engineer including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note:- The Tipper will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E

5. **Removal of car case of animals**

   Removal of car case of animals in and around wharf area such as cow, bull, buffalo, etc., conveying and burying the dead animal at nearby vacant area after excavating suitable pit including cost and conveyance of all material, hire charge of equipment, T&P and all other incidental charges etc. complete as directed by the department.

6. Supply of 10 Nos. of RCC Pipe NP2

Providing and laying 900mm reinforced cement concrete pipe NP2 for dust bins in wharf area including cost of materials, labour, HOM complete as per specifications, curing complete as per specifications

7. Water proof cement paint

Providing and finishing external walls in two coats with waterproof cement paint of approved brand and shade to give an even shade after thoroughly booming the surface to remove all dirt and loose powdered material, free from mortar drops and other foreign matter cost of materials, labour, complete as per specifications.do- with primer

SPECIFICATIONS FOR CEMENT PAINT

15.32.1. Material -The cement paint shall be (conforming to IS: 5410) of approved brand and manufacture. **The cement paint shall be brought to the site of work by the contractor in its original containers is sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the**

whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the engineer. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the engineer.

15.32.2. Preparation of surface - For new work, the surface shall be thoroughly cleaned of all mortar dropping, dirt dust, algae grease and other foreign matter by brushing and washing. Pitting in plaster shall be made good and a coat of water proof cement paint shall be applied over patches after wetting them thoroughly.

15.32.3. Preparation of mix - Cement paint shall be mixed in such quantities as can be used up within an hour of its mixing as otherwise the mixture will set and thicken, affecting flow and finish. Cement paint shall be mixed with water in two stages. The first stage shall comprise of 2 parts of cement paint of one part of water stirred thoroughly and allowed to stand for 5 minutes. Care shall be taken to add the cement paint gradually to the water and not vice versa. The second stage shall comprise of adding further one part of water to the mix and stirring thoroughly to obtain a liquid of workable and uniform consistency. In all cases the manufacturer's instructions shall be followed meticulously.

The lids of cement paint drums shall be kept tightly closed when not in use, as by exposure to atmosphere the cement paint rapidly becomes air set due to its hygroscopic qualities.

In case of cement paint brought in gunny bags, once the bag is opened, the contents should be consumed in full on the day of its opening. If the same is not likely to be consumed in full, the balance quantity should be transferred and preserved in an airtight container to avoid its exposure to atmosphere.

15.32.4. Application

15.32.4.1. The solution shall be applied on the clean and wetted surface with brushes or spraying machine. The solution shall be kept well stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The method of application of cement paint shall be as per manufacturer's specification. The completed surface shall be watered after the day's work.

15.32.4.2. The second coat shall be applied after the first coat has been set for at least 24 hours. Before application of the second or subsequent coats, the surface of the previous coat shall not be wetted.

15.32.4.3. For new work, the surface shall be treated with three or more coats of water proof cement paint as found necessary to get a uniform shade.

15.32.4.4. For old work, the treatment shall be with one or more coats as found necessary to get a uniform shade.

15.32.5. Precaution - Water proof cement paint shall not be applied on surfaces already treated with white wash, colour wash, distemper dry or oil bound, varnishes, paints etc. It shall not be applied on gypsums, would and metal surfaces**.**

15.32.6. The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described in 15.25. The coefficient for cement paint on RCC jalli shall be the same as provided in Sl. No. 7 of Table 1 under para 15.33.6.4 for painting trellis work.

KSRB 15-16.1 • Providing and finishing external walls in two coats with waterproof cement paint of approved brand and shade to give an even shade after throughly brooming the surface to remove all dirt and loose powdered material, free from mortar drops and other foreign matter cost of materials, labour, complete as per specifications.do-with primer

Painting new letters and figures

Painting new letters and figures (15 cms high and 10 cms width) with synthetic enamel paint black or any other approved colour to give an even shade complete as per specifications. ("i) Hindi (Matras commas and the like not to be measured and paid for half letter shall be counted as half)" including cost of materials, labour etc. complete as directed by the dept.

SPECIFICATIONS FOR LETTERING WITH PAINT

15.53.1. Black, Japan paint (conforming to IS: 341) or ready mixed paint as ordered by the Engineer shall be used. The paint shall be of approved brand and manufacture. Ordinary ready mixed paint shall be of the shade required by the engineer.

15.53.2. **Lettering on new surface**

125.53.2.1. **Application -** The letters and figures shall be to the heights and width as ordered by the engineer. These shall be stenciled or drawn in pencil and got approved before painting. They shall be of uniform size and finished neatly. The edges shall be straight or in pleasant smooth curves. The thickness of the lettering shall be as approved by the engineer. Lettering shall be vertical or slanting as required.

Two or more coats or paint shall be applied till uniform colour and glossy finish are obtained.

15.53.2.2. **Measurements -** Measurements shall be taken in terms of letter cm (the measurement relates to the vertical height of the lettering). The letter heights shall be measured correct to a cm.

Dots, dashes, punctuations and other similar marks or lines shall not be measured for payment.

In Devanagiri script dots & matras occurring with the letters shall not be measured. Half letter shall be measured as full letter. The height of letters shall be measured excluding the Matras projecting above the heading and matras below the letters.

15.53.2.3. Rate - Rate shall include the cost of all labour and materials involved in the operations described above. The rate per cm height of letter shall hold good irrespective of the width of the letters or figures or the thickness of the lettering.

The same rate will apply irrespective of whether black Japan or ready mixed paint of any shade as required is used.

15.53.3. **Re lettering on old surface**

15.53.3.1. Painting shall be done over the existing letters and shall accurately follow their lines and curves.

One or more coat of paints shall be applied till a uniform colour and glossy finish is obtained.

15.53.3.2. Measurements and Rate shall be as specified in 15.53.2

Painting new letters and figures (15 cms high and 10 cms width) with synthetic enamel paint black or any other approved colour to give an even shade complete as per specifications. ("i) Hindi (Matras commas and the like not to be measured and paid for half letter shall be counted as half)" including cost of materials, labour etc. complete as directed by the dept.

8. **Painting new letters**

   Finishing walls with water proofing cement paint of required shade New work (Two coats applied @ 4.84 kg/10 m^2) to give an even shade after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.

9. **Cutting of trees girth from 300mm to 600mm**

   KSRRB 200-1. Cutting of trees girth from 300mm to 600mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in the depressions I pit, labour charges complete as per specifications. MORTH specification clause 2011 Chapter 2

10. **Cutting** of trees girth from 600mm to 900mm

    KSRRB 200-1. Cutting of trees girth from 600mm to 900mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in the depressions I pit, labour charges complete as per specifications. MORTH specification clause 2011 Chapter 2

11. Cutting of trees girth from 900mm to 1800mm

    KSRRB 200-1. Cutting of trees girth from 900mm to 1800mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in

the depressions I pit, labour charges complete as per specifications. MORTH specification clause 2011 Chapter 2

12. cutting of tree branches of size upto 300mm girth

cutting of tree branches of size upto 300mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications**.**

13. cutting of tree branches of size upto 300mm to 600mm girth

cutting of tree branches of size upto 300mm to 600mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of Serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications.

14. cutting of tree branches of size upto 600mm to 900mm girth

cutting of tree branches of size upto 600mm to 900mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications.

15. cutting of tree branches of size above 900mm girth

cutting of tree branches of size above 900mm girth without damaging the building,

structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications.

B. SPEICIFICATIONS FOR FELLING TREES

2.15.1 **Felling -** While clearing jungle, growth trees above 30 cm girth (measured at a height of one metre above ground level) to be cut, shall be approved by the engineer and then marked at site. Felling trees shall include taking out roots up to 60 m below ground level or 30 cm below formation level or 15 cm below sub-grade level, whichever is lower.

All excavations below general ground level arising out of the removal of trees, stumps etc. shall be filled with suitable material in 20 cm layers and compacted thoroughly so that the surfaces at these points conform to the surrounding area. The trunks and branches of trees shall be cleared of limbs and tops and cut into suitable pieces as directed by the engineer.

2.15.2. **Stacking and disposal -** Wood, branches, twigs of trees and other useful material shall be the property of the Government. The serviceable materials shall be stacked in the manner as directed by the engineer up to a lead of 50 m.

All unserviceable material, which in the opinion of engineer cannot be used or auctioned shall be removed from the area and disposed off as per the directions of the engineer. Care shall be taken to see that unsuitable waste materials are disposed off in such a manner that there is no likelihood of these getting mixed up with the materials meant for construction.

2.15.3. **Measurements -** Cutting of trees above 30 cm in girth (measured at a height of one metre above ground level) shall be measured in numbers according to the sizes given below

a) Beyond 30 cm girth, up to and including 60 cm girth.

b) Beyond 60 cm girth, up to and including 120 cm girth.

c) Beyond 120 cm girth, up to and including 240 cm girth.

d) Above 240 cm girth.

2.15.4. Rate - The rate includes the cost involved in all the operations described above. The contract unit rate for cutting trees above 30 cm in girth shall include removal of stumps as well Methods, Tools and Equipment. Only such methods, tools and equipment as are

approved by the Engineer and which will not affect any property to be preserved shall be adopted for the Work. If the area has thick vegetation roots/trees, a crawler or pneumatic tyred dozer of adequate capacity may be used for clearance purposes. The dozer shall have ripper attachments for removal of tree stumps. All trees. stumps, etc., falling within excavation and fill lines shall be cut to such depth below ground level that in no case these fall within 500 mm of the bottom of the subgrade. Also, all vegetation such as roots, under-growth, grass and other deleterious matter unsuitable for incorporation in the embankment/subgrade shall he removed between fill lines to the satisfaction of the Engineer. All branches of trees extending above the roadway shall be trimmed as directed by the Engineer. All excavations below the general ground level arising out of the removal of trees, stumps, etc., shall be fined with suitable material and compacted thoroughly so as to make the surface at these points conform to the surrounding area.

Section 200 Site Clearance

Ant-hills both above and below the ground, as are liable to collapse and obstruct free subsoil water flow shall be removed and their workings, which may extend to several metres, shall be suitably treated.

201.4 Disposal of Materials

All materials arising from clearing and grubbing operations shall be taken over and shall be disposed of by the Contractor at suitable disposal sites with all leads and lifts. The disposal shall be in accordance with local, State and Central regulations

201.5 Measurements for Payment

1. Clearing and grubbing for road embankment. drains and cross-drainage structures shall be measured on area basis in terms of hectares. Cutting of trees upto 300 mm in girth and removal of their stumps, including removal of stumps up to 300 mm in girth !eft over after trees have been cut by any other agency, and trimming of branches of trees extending above the roadway and backfilling to the required compaction shall be considered incidental to the clearing and grubbing operations. Clearing and grubbing of borrow areas shall be deemed to be a part of works preparatory to embankment construction and shall be deemed to have been included in the rates quoted for the embankment construction item and no separate payment shall be made for the same.

Ground levels shall be taken prior to and after clearing and grubbing. Levels taken prior to clearing and grubbing shall be the base level and will be accordingly used for assessing the depth of clearing and grubbing and computation of quantity of any unsuitable material which is required to be removed. The levels taken subsequent to clearing and grubbing shall be the base level for computation of earthwork for embankment. Cutting of trees, excluding removal of stumps and roots of trees of girth above 300 mm shall be measured in terms of number according to the girth sizes given below :-

i) Above 300 mm to 600 mm

ii) Above 600 mm to 900 mm

iii) Above 900 mm to 1800 mm

iv) Above 1800 mm

Removal of stumps and roots including backfilling with suitable material to required compaction shall be a separate item and shall be measured in terms of number according to the sizes given below:-

i) Above 300 **mm** to 600 **mm**

ii) Above 600 mm to 900 mm

iii) Above 900 mm to 1800 mm

iv) Above 1800 mm

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Site Clearance Section 200

For the purpose of cutting of trees and removal of roots and stumps, the girth shall be measured at a height of **1 M** above ground or at the top of the stump if the height of the stump is less than one metre from the ground.

201.6 Rates

201.6.1

The Contract unit rates for the various items of clearing and grubbing shall be payment in full for carrying out the required operations including full compensation for all labour, materials, tools, equipment and incidentals necessary to complete the work. These will also include removal of stumps of trees less than 300 mm girth excavation and backfilling to required density, where necessary, and handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads. Clearing and grubbing done in excess of 150 mm by the Contractor shall be made good by the Contractor at his own cost as

per Clause 301.3.3 to the satisfaction of the Engineer prior to taking up earthwork. Where clearing and grubbing is to be done to a level beyond 150 mm, due to site considerations, as directed by the Engineer. The extra quantity shall be measured and paid separately.

201.6.2 The Contract unit rate for cutting trees of girth above 300 mm shall include handling. giving credit towards salvage value disposing of the cleared materials with all lifts and leads.

201.6.3 The Contract unit rate for removal of stumps and roots of trees girth above 300 mm shall include excavation and backfilling with suitable material to required compaction, handling. giving credit towards salvage value disposing of the cleared materials with all lifts and leads.

201.6.4 The Contract unit rate is deemed to include credit towards value of usable materials. salvage value of unusable materials and off-set price of cut trees and stumps belonging to the Forest Department. The off-set price of cut trees and stumps belonging to the Forest Department shall be deducted from the amount due to the Contractor and deposited .with the State Forest Department. In case the cut trees and stumps are required to be deposited with the Forest Department the Contractor shall do so and no deduction towards the off-set price shall be effected. The offset price shall 'de as per guidelines / estimates of the State Forest Department.

201.6.5 Where a Contract does not include separate items of clearing and grubbing. The same shall be considered incidental to the earthwork items and the Contract unit prices for the same shall be considered as including clearing and grubbing operations.

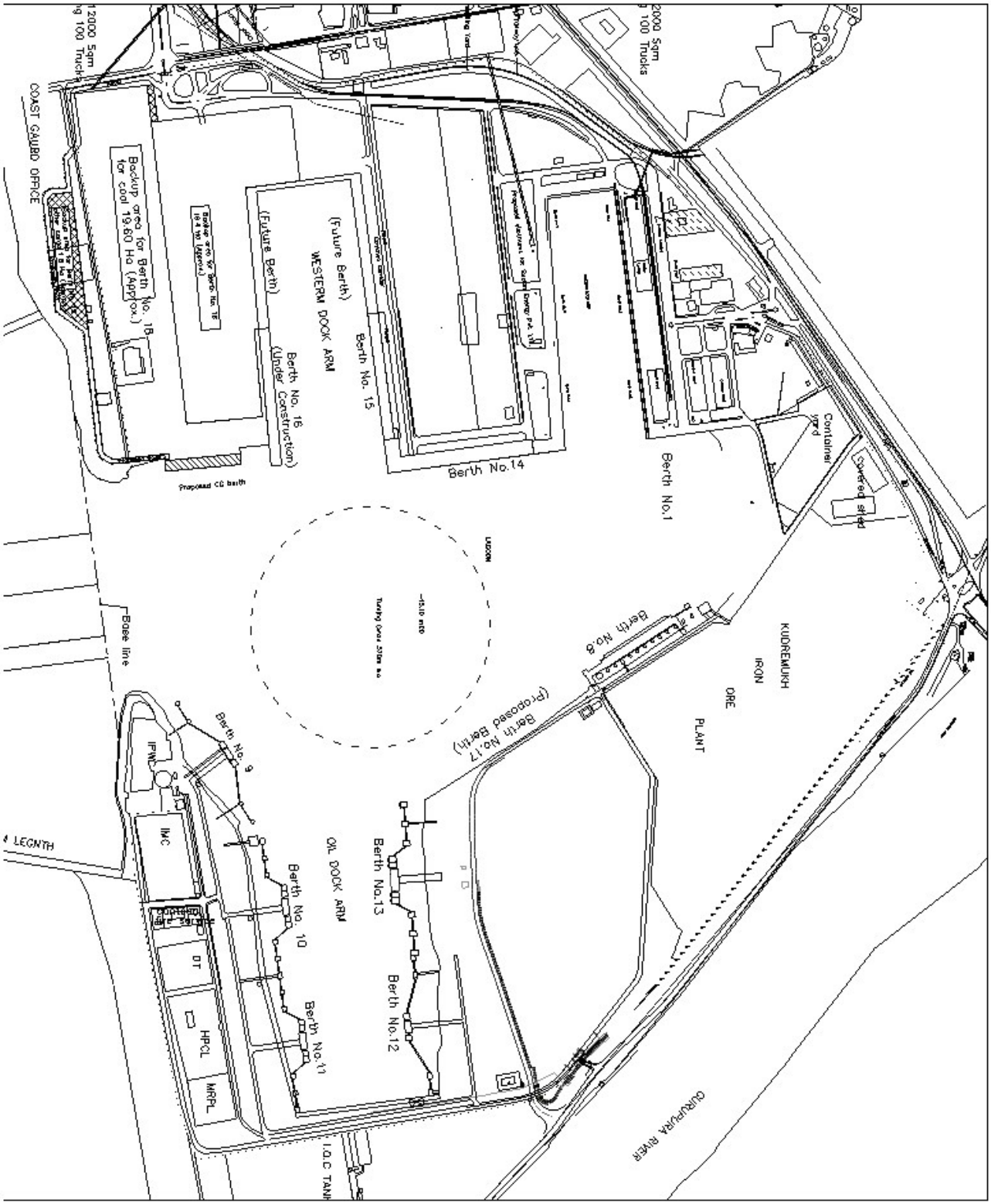
SECTION V

DRAWINGS

Brief Description of drawing

The Works are shown in the following drawings that are issued as a part of the Tender Documents:

Sl. No	Drawing No.	Description
1	01-LP	LOCATION PLAN



1	01 -LP	LOCATION PLAN

NEW MANGALORE PORT AUTHORITY

Panambur, Mangalore

HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28.

TENDER DOCUMENT

Volume – III

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VOLUME III

SECTION VI

(i) PREAMBLE TO BILL OF QUANTITIES

1. General Instructions

1.1 General

1.1.1 This Bill of Quantities must be read with the Drawings, Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Drawings, Specifications, Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.

1.1.2 Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may practicable to do so.

1.1.3 The detailed descriptions of work and materials given in the Specifications are not necessarily being repeated in the Bill of Quantities.

1.1.4 The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the works and cost thereof.

1.1.5 The Tenderer will be held to have familiarized himself with all local conditions, in so far as they affect the work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

1.2 Rates and Prices to be Inclusive

1.2.1 Rates and prices set against items are to be the all-inclusive value of the finished work shown on the Drawings and/or described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of plant, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and

contingent cost and charges whatsoever including all taxes if any excluding GST and every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the general condition of contract) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

1.2.2 The rates and prices set down against the items are to be the full inclusive value of the finished work shown on the Drawing and/or described in the Specification or which can reasonably be inferred the reform and to cover the cost of every description of Temporary Works executed or used in connection therewith (except those items in respect of which specific provision has been separately made in these Bills of Quantities) and all the Contractor's obligations under the Contract including testing, giving samples and all matters and things necessary for the proper execution, completion and maintenance of the Works.

1.2.3 The Specifications are intended to cover the supply of material and the execution of all work necessary to complete the works. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.

1.2.4 The quantities given in the Bill are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and

/ or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

1.2.5 The drawings for tender purposes are indicative only of the work to be carried out. However, the Tenderer must allow within his price for the items of work included in the Tender Documents for the details which will appear on subsequent drawings developed for construction purposes. Rate and price shall include any additional design/ detailing to be carried out by contractor.

1.2.6 The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Conditions of Contract, Special Conditions, the specifications and Tender drawings:

i) Supervision and labour for the Works;

ii) All materials, installation/erection, handling and transportation;

iii) All Contractor's Equipment;

iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;

v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;

vi) Provision and maintenance of Contractor's site offices, cabins, huts, maintenance and storage areas;

vii) All taxes if any excluding GST on the transfer of property in goods in the execution of works, Excise Duty, Duties, etc. (other than Customs Duty for materials to be permanently incorporated into the Works);

viii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities;

ix) The maintenance of all Contractor's services;

x) All insurances for the Works;

xi) Allowance for complying with all environmental aspects as specified;

xii) Detail design of components of temporary works, wherever necessary as directed by Engineer.

1.4 Method of Measurement

1.4.1 Measurement of Work shall be in accordance with IS 1200 and shall be net off the dimensions of the works shown on the drawings except as mentioned below:

1.4.2 Units of Measurement: The units of measurement used in this Bill of Quantities are in metric units as follows:

i) Linear: Linear metre, centimeterormillimeter abbreviated to 'Rm', 'cm' or 'mm' respectively.

ii) Superficial: Square metre or Square centimeter abbreviated to 'Sq.M' or 'sq.cm' respectively.

iii) Volumetric: Cubic metre abbreviated to 'cu.m'. Litre abbreviated to 'L'

iv) Weight: Tonne = 1000 Kilograms, abbreviated to 'T', / ’MT’ Kilogram abbreviated to 'kg'

v) Numbers: Numbers abbreviated to Nos. or No.

vi) Lump sum: Lump sum abbreviated to 'L.S.'

1.5 Currency

1.5.1 All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

2. Civil Works

2.2 Precast Concrete

2.2.1 Shuttering for precast concrete shall not be measured and paid for separately.

2.2.2 Effort for placement of precast concrete at the final locations shall not be

measured unless a specific item is provided in the Bill of Quantities.

2.2.3 The precast concrete units shall be measured as shown on the detailed drawings.

2.3 In-situ Concrete

2.3.1 Shuttering for In-situ concrete shall not be measured and paid for separately.

2.3.2 No deduction will be made for chamfers smaller than 50 sq.cm. sectional area, reinforcement bolts and other embedded parts unless larger than 0.1 sq.m. sectional area and 0.03 cu.m. in volume. No extra volume will be measured for splays or fillets smaller than 50 sq.cm. sectional area.

2.3.3 The rates for reinforced concrete shall include for all batching, mixing, transporting, hoisting or lowering to any height / depth, placing in position and compaction in work of any sectional area or thickness including shuttering, forming necessary construction joints, shear keys and stop ends, and for curing and protecting etc. all as specified.

2.3.4 The rates shall include for preparing construction joints, shear keys and surfaces against which next stage concrete is to be cast and building in fittings including pipes and bolts except where specifically billed separately. No separate payment will be made for making openings/pockets/pits of any size and shape. Where surfaces are to receive finishes the rates shall include for leaving the surface rough or for hacking and roughening the surface to form a key.

2.3.5 Unless otherwise noted, rates shall include for inserting pipes and other inserts in position accurately, concreting while they are in position and also for protecting the same as the work proceeds.

2.3.6 Unless otherwise noted, the rates for concrete items shall include for finishing the top surface to levels and slopes and surface finish as specified. Rates for concrete shall include for finishing the slab to specified slope towards drains, etc.

2.4 Reinforcement

2.4.1 Steel reinforcement will be measured by weight and fixed in accordance with

Drawings and Specifications. The weight of reinforcement bars -whether plain, deformed or ribbed etc., -of various diameters will be calculated in accordance with Table 1 of IS:1732 'Dimensions for Round and Square Steel Bars for Structural and General Engineering Purposes'.

2.4.2 The rates shall include for laps, cutting and waste, straightening short and long lengths, bending, fixing, rolling margin and the provision of spacer bars or support, chairs, binding wire, saddles, forks and all dense concrete spacer blocks, etc., including preparing bending schedules from the Drawings.

2.4.3 The rates shall include for all necessary descaling, wire brushing and cleaning to remove all rust and mill scale, dirt, grease and other deleterious matter before fixing and whilst still exposed during construction.

2.5 Structural and Miscellaneous Steel work

2.5.1 Rates for structural steel work and iron work shall include supply, fabrication, delivery and erection/embedment in concrete at Site and all charges for welding, cutting, bending, bolting, site connections, fixing to foundations.

2.5.2 The rates for Structural Steelwork shall include:

i) Supply, fabrication, delivery and erection

ii) Rolling margin, cutting and waste, weld metal, bolts, fixings and fittings

iii) Hoisting, drilling, bolting or welding and fixing in the manner specified or indicated in the drawing

iv) Fabrication drawings

v) Welding trials and tests

vi) Erection trials

vii) Protective treatment (painting, hot dip galvanizing etc), including making good any damage if provided in the BOQ item.

2.5.3 Metalwork items are described in the Bills of Quantities and the Tenderer is to include for all the fittings, etc., described. All items shall include the necessary fabrication, joints, angles, intersections and ends, all bolts or fixing lugs, all hoisting and scaffolding required and casting in fixings or later cutting

out or forming pockets for same, grouting, supporting and making good.

2.5.4 Rates are to include for all necessary scaffolding, working over water and at any height staging and hoisting and tarpaulin or other protective covers and the cleaning and removal of paint stains and spots, etc.

3.4.1 The Contractor's unit rates and prices shall include all equipment, apparatus, material indicated in the Drawings, and/or Specifications in connection with the item in question and also associated labour as well as all additional equipment, apparatus, material, consumables usually necessary to complete the system even though not specifically shown, described or otherwise referred to and also associated labour.

3.4.2 The rate for providing and fixing above items shall include all fittings, fixtures, base and sole plates, anchor bolts, including epoxy grouting, etc. all complete as specified, including the necessary additional supervision to ensure accurate alignment

3. Abbreviations

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

IS :	Indian Standard
BS :	British Standard
Qty. :	Quantity
mm :	Millimeters
cm :	Centimeters
M / m :	Meters
LM :	linear metre
LS :	lump sum
Rs. :	Rupees
P. :	Paise
Nos. :	Numbers
do :	Ditto

MS :	mild steel
T :	Tones
Kg :	Kilogram
EO :	Extra over (previous sum unless specified otherwise)
sq.m. /m^2 / sqmt	square metre
sq.cm. :	square centimeters
mm^2:	Square Millimetre
Cu.m. / cum:	cubic meters
YST :	yield stress
dia :	Diameter
wt. :	Weight
Drg.No.:	drawing number
max. :	Maximum
min :	Minimum
approx :	Approximately
n.e.:	not exceeding
incl:	Including
circ:	Circular
set :	set / sets
c/c	centre to centre
@ :	at the rate of
Qtl	Quintal

ii) BILL OF QUANTITIES

NAME OF WORK:HIRING OF WHEEL (TYRE) MOUNTED, CHAIN MOUNTED EXCAVATOR AND TIPPER FOR REMOVING UNWANTED MATERIALS & OTHER ALLIED WORKS IN AND AROUND WHARF AREA FOR THE YEAR 2026-27 AND 2027-28.

*****

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
1	Hire charge of wheel (tyre) mounted excavator for removing the unwanted waste in and around wharf area and loading to tipper including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note: The Machinery will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E	175.00	Ope	7,202.74	12,60,479.50
2	Hire charge of small chain mounted Ex-20 for removing the unwanted waste in small drains and around wharf area including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note: The machine will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E	40.00	Ope	8,694.00	3,47,760.00
3.	Hire charge of chain mounted Hydraulic Excavator of 1.1 m3 bucket to remove the unwanted waste in and around wharf area including cost of	15.00	Ope	14260.00	2,13,900.00

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
	fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note: The machine will be utilized by the department to all the areas wherever required				
4.	Hire charge of Tipper for removing the unwanted waste in and around wharf area including cost of fuel, hire charges of the vehicle, etc. complete as directed by the engineer in-charge. Note:- The Tipper will be utilized by the department to all the areas of conservancy Part A, B, C, D and Part E .	75.00	Ope	16495.60	12,37,170.00
5.	Removal of car case of animals in and around wharf area such as cow, bull, buffalo, etc., conveying and burying the dead animal at nearby vacant area after excavating suitable pit including cost and conveyance of all material, hire charge of equipment, T&P and all other incidental charges etc. complete as directed by the department.	15.00	Nos	859.59	12,893.85
6.	Providing and laying 900mm reinforced cement concrete pipe NP2 for dust bins in wharf area including cost of materials, labour, HOM complete as per specifications, curing complete as per specifications and as per directions of	10.00	Nos	3552.15	35,521.50

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
	Engineer-in-charge.				
7.	Finishing walls with water proofing cement paint of required shade :New work (Two coats applied @ 4.84 kg/10 m^2) to give an even shade after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	230.00	SQM	89.00	20,470.00
8	Printing new letter and figures of any shade with synthetic enamel paint (15cms high and 10 cms width) with synthetic enamel paint black or any other approved colour to give an even shade complete as per specifications.	450.00	Nos	24.00	10,800.00
9.	KSRRB 200-1. Cutting of trees girth from 300mm to 600mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in the depressions / pit, labour charges complete as per specifications. MORTH specification clause 201/ Chapter 2	40.00	Nos	595.00	23800.00
10.	KSRRB 200-2. Cutting of trees girth	15.00	Nos	946.00	14190.00

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
	from 600mm to 900mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in the depressions / pit, labour charges complete as per specifications. MORTH specification clause 201/ Chapter 2				
11.	KSRRB 200-3. Cutting of trees girth from 900mm to 1800mm including cutting of trunks, branches and removal of stumps roots stacking of serviceable materials earth filling in the depressions / pit, labour charges complete as per specifications. MORTH specification clause 201/ Chapter 2	10.00	Nos	1771.00	17710.00
12	cutting of tree branches of size upto 300mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation	300.00	Nos	55.13	16539.00

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
	charges, tools and plant and all other incidental charges etc. complete as per specifications and as per directions of Engineer-in-charge.				
13	cutting of tree branches of size upto 300mm to 600mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same mannualy by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications and as per directions of Engineer-in-charge.	175.00	Nos	165.38	28941.50
14	cutting of tree branches of size upto 600mm to 900mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same mannualy by deploying sufficient	75.00	Nos	275.63	20,672.25

item no	Description of item	QTY	Unit	Rate in figure	Amount (Rs./Ps.)
	number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications and as per directions of Engineer-in-charge.				
15.	cutting of tree branches of size above 900mm girth without damaging the building, structures, compound wall, fencing, electrical line, water supply etc.. all the branches should be cut into small pieces on the tree itself and descend the same manually by deploying sufficient number of labours, including cost of cutting of trunks, branches and stacking of serviceable materials, labour charges cutting machine charge, transportation charges, tools and plant and all other incidental charges etc. complete as per specifications and as per directions of Engineer-in-charge.	50.00	Nos	385.88	19,294.00
				Total	32,80,141.60
				Excess/Less (In Percentage in two decimals)	
				Quoted Amount in Figures	

(Quoted amount in Words Rupees …….)

1. **Note:** GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.
2. Contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence

SIGNATURE OF THE BIDDER

(iii) FORM OF TENDER

NAME OF CONTRACT.....

To

Executive Engineer (Civil)

New Mangalore Port Authority

Panambur

Mangalore - 575 010

Sir,

1. We have examined the Conditions of Contract, Specification, Drawings, Bill of Quantities, and Addenda Nos.---------- for the execution of the above-named Works, and we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda
2 We acknowledge that the Appendix forms part of our Tender.
3. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.
4. We agree to abide by this Tender for the period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding Contract between us.
6 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this_____ day of _____ 201____

Signature _____ in the Capacity of _____ duly authorized to sign Tenders for and on behalf of ____ _____ ___ __ _____ _____ _____ _____

(IN BLOCK LETTERS)

Address:_____

_____

_____

_____

Witnesses,

1. Signature: _____

Name : _____

Address : _____

_____

_____

_____

2. Signature: _____

Name : _____

Address : _____

_____

_____

_____

SECTION VII

SCHEDULE II

(See sub rule (1) of Rule 36)

Sl. No.	Name of the Mineral	Present Rate of Royalty	Royalty to be revised	
			Export	Domestic
1	Ornamental and Decorative Building Stones as defined under clause(m) of Rule 2 A)Dyke Rock (i)Black granites: (a)Chamarajanagar District:	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.4,500 per m3 which is higher.	Rs.1,200 per MT	Rs.600 per MT
	(b)All other Districts other than(a)above	15% of Sale Value or of Average Selling· Price on advalorem basis orRs.1,500 per m3 which is higher.	Rs.1700 per MT	Rs.400 per MT
	(ii)Other varieties of dyke other than black granites(Entire State)	15% of Sale Value or of Average Selling Price on advulorem basis or Rs.1,500 per m3 which is higher.	Rs.500 per MT	Rs.375 per MT
	(B)(l)Pink and Red Granites (Ilkal Pink Variety) (i) Hungunda and Badami Taluk of Bagalkot District, Kustagi of Koppal District.	15%of Sale Value or of Average Selling Price on advalorem basis or Rs.1,200	Rs.1,000 per MT	Rs.400 perMT
	(ii) Pink and Red Granites,	15% of Sale Value or Average Selling Price on	Rs.600 per MT	Rs.350 per MT

	Gneissess and their structural verities (other than Ilkal Pink Variety)	advalorem basis or Rs.1,800 Variety) per m3 which is higher		
	C)Grey and White Granites and their varieties: (i) Very fine grained Grey granite (Sira grey Variety) Price on Chintanmi, Siddlaghattaof Chikkaballapura District Hoskote of Bangalore District.	15% of SaleValue or of Average Selling Price on advalorem basis or Rs.1,350 per m3 which is higher.	Rs.500 per MT	Rs.350 per MT
	(ii) Greyand white granites and textural varieties having shades of grey, balck and white colours (other than (i) above Entire State.	15% of SaleValue or of Average Selling Price on advalorem basis or Rs.1,050 per m3 which is higher.	Rs.375 per MT	Rs.250 per MT
	(iii) Grey granite of Devanahalli Taluk of Bangalore Rural District and Chikkaballapur taluk of Chikkaballapur District	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.600 per m3 which is higher.	Rs.300 per MT	Rs.200 per MT
2	Felsite and its varieties suitable for use as Ornamental Stone- Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is	Rs.900 per MT	

		higher.	
3	Quartzite and sand stone and their varieties suitable for use as Ornamental Stone- Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.	Rs.900 per MT
4	Marable and Crystalline Limestone as ornamental Stone- Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.	Rs.1000 per MT
5	Bentonite-Entire State	Rs.400 per MT	Rs.500 per MT
6	Fuller Earth-Entire State	Rs.125 per MT	Rs.125 per MT
7	Buff colour (waste) the permits notexceed20% of permit issued For Fullers Earth	Rs.60 per MT	Rs.70 per MT
8	Limestone under the title "Shahabad Stone"	Rs.70 per 10 Sq meters or Rs.70 per MT	Rs.50 per 10 Sq meters or Rs.50 per MT
9	Limestone(non-cement) when used for building stone-Entire State	Rs.25 per MT	Rs.60 per MT
10	Ordinary Building Stone(Entire State as defined under clause(g) of Rule2(1)	Rs.60 per MT	Rs.70 per MT
11	Limeshell-Entire State	100 per MT	120 per MT
12	Lime Kankar (non cement)	50 per MT	80 per MT

	Entire State		
13	Agate, Chalcedony, Flint-Entire State	240 per MT	300 per MT
14	Ordinary Sand-Entire State	60 Per MT	80 Per MT
15	Steatite and sand stone used formakinghousehold utensils / articles-Entire State.	40 Per MT	80 Per MT
16	(i)Murram (All types of soils)-Entire State	20 per MT	40 per MT
	(ii)Clay used for manufacturing tile sand bricks	40 per MT	60 per MT
17	Waste rocks generated in ornamental stone quarry-which is suitable for ornamental purpose Entire State (See explanation under Rule36)	300 per MT or 850 CUM	300perMT
18	Irregular shaped waste rock generated in Ornamental stone quarry, which is not suitable for ornamental purpose (used for making aggregates and m-sand) Entire State.	60 per MT	40 per MT
19	Waste rocks generated in Shahabad stone quarry-	60 per MT	40 per MT

	Entire State (See explanation under Rule-36)		
20	Finished Kerb stones/cubes not exceeding 30 cms each face-Entire State.	110per MT	150 per MT
21	Barytes (i) A Grade (Grey colour (ii) B Grade (Grey colour) (iii) C, D Grade &Waste	6.5% of average selling price or of sale value whichever is higher on ad-valorem basis	400 per MT 300 per MT 200 per MT
22	Calcite	15% of average selling price or of sale value whichever is higher on ad-valorem basis	80 per MT
23	China clay and Kaolin (including Ball clay, White shell, Fireclay and white clay) i)Crude/Raw ii)Processed	8% of average selling price or of sale value whichever is higheron ad-valorem basis. 12% of average selling price or of sale value whichever is higher on ad-valorem basis	80 Per MT 600 per MT
24	Corundum	12% of average sellingprice or of sale value whichever is higher on ad-valorem basis	15% of Sale Value or of Average Selling Price on ad valorem basis which is higher.
25	Dolomite	Rs.75 per MT	100 per MT
26	Dunite and Pyroxenite	Rs. 30 per MT	60 per MT

27	Felsite (Other than for ornamental purpose)	12% of average selling price or of sale value whichever is higher on ad-valorem basis	120 per MT
28	Gypsum	20% of average selling price or of sale value whichever is higher on ad-valorem basis	150 per MT
29	Jasper	12% of average selling price or of sale value whichever is higher on ad-valorem basis	150 per MT
30	Quartz, feldspar	15% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
31	Mica i. Crude ii. Waste	4% of average selling price or of sale value whichever is higher on ad-valorem basis	1500 per MT 500 per MT
32	Quartzite & Fuchsite Quartzite not suitable for use as Ornamental /Gemstones	12% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
33	Laterite i) /dispatched for use in cement or chemical industries or Abrasive or Refractory purpose	Rs.60 per MT	160 per MT

	(below threshold value as specified by IBM from time to time) ii) For use as building stone (below threshold value as specified by IBM)		60 per MT
34	Ochre	Rs.24 per MT	60 per MT
35	Pyrophyllite	20% of average selling price or of sale value whichever is higher on ad-valorem basis	200 per MT
36	Shale	Rs.60 per MT	150 per MT
37	Slate	Rs.45 per MT	150 per MT
38	Silica Sand	10% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
39	Steatite or Soapstone (Other than for house hold articles)	18%of average selling price or of sale value whichever is higher on ad-valorem basis	200perMT
	Talc	--	200perMT
40	All other minerals (which is not specified in schedule-II) Entire State	30% of sale value on ad-valorem basis	30% of Sale Value or of Average Selling Price on ad-valorem basis which is higher.

As per order of Deputy Director mines and Geological department dated 11-11-2021. The prevailing rates as per the updated order of the Geological Department during the course of the project will be applicable.

Note: Except where otherwise stated, the contractor shall pay to the authority all tonnage and other royalties, rent and other payments or compensation if any, for getting stone, sand, gravel, clay or other materials by him and his subordinates and his subcontractors and required for the works, at the rates and such conditions as notified by the State Government. The contractor should submit the Mineral Dispatch Permit (MDP) in original for the quantity executed by the contractor for the requisite quantity of material incorporated in works for which MDP is issued by the authorized supplier. If contractor fails to submit the MDP in original the amount will be deducted at 5 times the royalty charges from the contractor's bills as per prevailing orders issued by the Authority.

___$$****$$___

SECTION VII
SCHEDULE – B
MINIMUM RATES OF WAGES

ABSTRACT OF MINIMUM RATES OF WAGES FROM RELEVANT NOTIFICATIONS

Minimum Rates of Wages Applicable in the Beat of ALC(c), Mangalore with Effect from 01.10.2025.

Minimum Wages applicable "Construction or maintenance of roads, runways or in building operations including laying down underground electric, wireless, radio, television, telephone and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipelines"-

Category			
	Area: A	Area: B	Area: C
Unskilled	805.00	674.00	541.00
Semiskilled/ Unskilled Supervisory	893.00	760.00	632.00
Skilled/Clerical	981.00	893.00	760.00
Highly Skilled	1065.00	981.00	893.00

(Kindly Note: Area A: Bangalore (UA), Area B: Mangalore (UA), Mysore (UA), Belgaum (UA), Hubli-Dharwad, Area C: All other places in Karnataka not specified above as per Ministry of Labour and Employment F.No. 1 /6(3)/2025-LS-II dated 25.09.2025.)

"Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry latrines (Prohibition) Act, 1933".

Area	**Rates of wages Rs.**
'A'	783.00
'B'	655.00
'C'	526.00

"Employment of Watch and Ward"-Rates of wages for employees employed in watch and ward – Govt. of India, Ministry of Labour

	Without arms	**With arms**
Area	**Rates of wages Rs.**	**Rates of wages Rs.**
'A'	981.00	1065.00
'B'	893.00	981.00
'C'	760.00	893.00

For further details log on to Ministry of Employment

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