NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
MECHANICAL DIVISION

TENDER NOTICE NO: CME-08/2026-27 DATED 12/08/2026

For

Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA

OFFICE OF THE EXECUTIVE ENGINEER (MECHANICAL)II
Ground Floor, Technical Cell,
Mechanical Engineering Department, NMPA,
Panambur, Dakshina Kannada, Karnataka - 575010

Notice Inviting Online Tender (NIT)

Department Name	Mechanical Engineering department
Circle/Division	Mechanical Division
Tender Notice No.	CME-08/2026-27 DATED 12/08/2026
Name of work	"Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA".
Period allowed for successful deployment of cranes for operations at NMPA.	03 months from the issuance of Letter of Acceptance (LoA)
Bid type	Open
Bid call (nos.)	First
Joint Venture	Allowed (Further, kindly refer Section – III). 1. The number of partners in JV/Consortium shall be limited to maximum of two. 2. Lead partner must have handled at least 40 % of 1 MMT of dry bulk cargo / Break bulk Cargo (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per crane in any sea port / ICD for minimum of 3 years during the last 7 years ending on 30.04.2026. 3. The works reckoned for the above purpose are those executed by the bidder as prime contractor or proportionately as member of JV or as a sub- contractor, authorized and approved by the Employer of the work(s) against which the bidder has claimed his experience. Further they shall upload the scanned copies of permission letter for that work credentials, sub-contractor issued by principle (main client) otherwise that experience shall be treated as nil experience for that particular work credential and shall not be considered. 4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
Bid document / Tender fee	**Tender fee** of **Rs. 5,900/- (including GST)** through online transfer in FA & CAO, NMPA, State Bank of India, Panambur Branch, **a/c no.: 10205649448, IFSC Code: SBIN0002249**. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in Preliminary bid. In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of tender fee. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing

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<tr><td>Bid Security / EMD</td><td>EMD of Rs. 50,00,000 (Rupees Fifty Lakh Only) through online transfer in FA & CAO, NMPA, State Bank of India, Panambur Branch, a/c no.: 10205649448, IFSC Code: SBIN0002249 or in the form of Bank Guarantee or insurance surety bond as per enclosed format at Section-VI (Form – 14 A). Scanned copy of RTGS transaction receipt (indicating RTGS no. & date of transfer) or BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalized / Scheduled (except Co-operative) banks having its branch at Mangalore is only acceptable.
In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with ‘Bid
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<tr><td>Tender Fee and Bid EMD payable to</td><td>FA & CAO, NMPA, Panambur, Mangalore.</td></tr>
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Integrity Pact	Integrity Pact Agreement (Section VI) duly signed by the bidder along with sign & address of one witness (one witness sign also to be arranged by the bidder) is also required to be **submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected.** However, in case of any technical glitch due to which, if any bidder is unable to upload the IP Agreement, then bidder shall submit a certificate in this regard. However, hard Copy of IP agreement, duly signed by authorized person along with one witnesses with address details etc. shall be submitted to the Department concerned of NMPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of the Bidder shall be treated as disqualified. • In case of partnership firm IP agreement to be signed by all the partners of Partnership firm. • In case of limited company IP agreement to be signed by authorized signatory as per POA duly supported with Boards resolution. • In case of JV firms IP agreement to be executed and submitted in the name of the JV and all the parties of JV to sign and stamp the agreement, in preliminary bid stage. **Note:** Copies of partnership deed, power of Attorney, Board resolution etc. shall be submitted at preliminary bid stage. Failing in submission of IP agreement as per above requirement, bids shall be treated as non-responsive and shall be rejected.
Site Visit Form	The bidder must carry out site visit prior to bid and submit the Site visit form (Section VI). In absence of duly signed and filled site visit form bid will be considered as non-responsive.
Bid document downloading start date	12/08/2026 @ 11.00 hrs.
Bid document downloading end date	02/09/2026 at 1600 hrs.
Date and place of pre-bid meeting	15.00 hours on 18/08/2026 at Board Room, Administrative Office Building, NEW MANGALORE PORT AUTHORITY, Panambur, Mangalore
Late date and time for online submission of bids	02/09/2026 at 1600 hrs.
Bid validity period	120 days from the date of opening of preliminary bid.
First stage (Preliminary) bid qualification Conditions	The bid / Tender not accompanied with Tender fee, EMD, duly filled Integrity Pact and duly filled Site Visit Form in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened. In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of tender fee / EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non-responsive:

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Pre-Qualification Criteria	**Similar works means:** The bidder shall fulfill the following pre-qualification criteria: (i) The bidder must have handled at least 0.8 MMT of dry bulk cargo / Break bulk Cargo with 100 Ton (or above) capacity HMC (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD in any one year during the last 7 years ending on 30.07.2026. In this regard, the bidder is required to submit a certificate issued by the respective sea port / Inland Container Depot. (ii) Stevedore handled cargo minimum of 0.8 MMT in any sea Port/ICD per year per 100T (or above) capacity HMC in any one year during the last 7 years ending on 30.07.2026. In this regard, the bidder is required to submit a certificate issued by the respective sea port / Inland Container Depot. (iii) OEM/ Authorized dealer/Channel partner of HMC supplied 100 Ton (or above) capacity HMC, in any one year during the last 7 years ending on 30.07.2026. Bidder shall submit the purchase order, deliver receipt and successful commissioning of HMC at site by the buyer/operator/client. The bidder shall submit the work credentials for single or in any combination of (i), (ii) & (iii). **Note:** **The bidder must have average annual turnover of Rs. 15 crores for offered HMC during last three years ending on 31.03.2025 as certified by the Chartered Accountant with Valid UDIN number.**
Bid opening date	Technical bid will be opened on 03/09/2026 at 16:15 hrs. Opening of price bid shall be notified after scrutiny and evaluation of technical bid.
Contact	Email: gladstone.lv@nmpt.gov.in Phone Number: 0824- 2880707 Mobile No.- 8762523433

Note: Amendments to the tender (if any) will be issued only through web site www.newmangaloreport.gov.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

Sd/-
(Gladstone L V)
Executive Engineer (Mechl)II

Section – I

Instructions to Bidders (ITB)

1. NEW MANGALORE PORT AUTHORITY (hereinafter referred to as the licensor) invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.

2. Pre-Qualification Criteria:

The bidder shall fulfill the following pre-qualification criteria:

(i) The bidder must have handled at least 0.8 MMT of dry bulk cargo / Break bulk Cargo with 100 Ton (or above) capacity HMC (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD in any one year during the last 7 years ending on 30.07.2026. In this regard, the bidder is required to submit a certificate issued by the respective sea port / Inland Container Depot.

(ii) Stevedore handled cargo minimum of 0.8 MMT in any sea Port/ICD per year per 100 Ton (or above) capacity HMC in any one year during the last 7 years ending on 30.07.2026. In this regard, the bidder is required to submit a certificate issued by the respective sea port / Inland Container Depot.

(iii) OEM/ Authorized dealer/Channel partner of HMC supplied 100 Ton (or above) capacity HMC in any one year during the last 7 years ending on 30.07.2026. Bidder shall submit the purchase order, deliver receipt and successful commissioning of HMC at site by the buyer/operator/client.

The bidder shall submit the work credentials for single or in any combination of (i), (ii) & (iii).

Note:
The bidder must have average annual turnover of Rs. 15 crores for offered HMC during last three years ending on 31.03.2025 as certified by the Chartered Accountant with Valid UDIN number.

3. Documents Required:

All bidders shall scan and forward legible scanned copies of the following information and documents with their bids.

PRELIMINARY BID

i. Tender Fee & EMD in approved format.

Tender fee of Rs. 5,900/- (including GST) through online transfer in FA & CAO, NMPA, State Bank of India, Panambur Branch, a/c no.: 10205649448, IFSC Code: SBIN0002249. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in Preliminary bid.

EMD of Rs. 50,00,000 (Rupees Fifty Lakh Only) through online transfer in FA & CAO, NMPA, State Bank of India, Panambur Branch, a/c no.: 10205649448, IFSC Code: SBIN0002249 or in the form of Bank Guarantee or insurance surety bond as per enclosed format at Section-VI (Form – 14 A). Scanned copy of RTGS transaction receipt (indicating RTGS no. & date of transfer) or BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalized / Scheduled (except Co-operative) banks having its branch at Mangalore is only acceptable.

In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration

Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of tender fee / EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non- responsive:

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ii. Duly filled in Integrity Pact and Site Visit Form:
with sign of owner/ Authorized proprietor /each partner of JVs, sign of one witnesses with address (to be arranged by the bidder) and Site Visit Form in Section VI.

Technical Bid

a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the bid to commit the bidder.
b) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year with UDIN Number.
c) Forms mentioned below Section VI.
d) PAN, Registration with GST, Provident Fund Authorities.
e) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
f) Declaration that the bidder has not been banned / de-listed by any govt. / semi-Govt. organization or PSUs.
g) Power of attorney (dully accompanied by resolution of Board in case of company).
h) Qualifications and experience of key site management and technical personnel proposed for the contract.
i) The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable).**
j) Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and NMPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.
k) Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
l) At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document
m) Experience certificate as required under clause 2.1 (a) (I) above.
n) Certificate mentioning valid UDIN, issued by the Chartered Accountant for Annual Average Turnover, as required under Clause No. 2.1 (a) (II) above.
o) An undertaking to the effect that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal

/ contractual obligations.

p) The OEM/OPM list of Critical spares for respective HMC shall be submitted to NMPA with tender documents duly certified by OEM/OPM.

Note:

- All uploaded scanned copy should be self-certified by Authorized person with seal/stamp.

- Fraudulent documentation by bidders: Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

3.1 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

3.1.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

3.1.2 Record of poor performance such as abandoning the works, non – completion of the contract.

4. System of Bidding

(i) The bidder can quote % share for 01 number HMC under BoQ of Section –V.

(ii) The Quoted % share required by the bidder is including but not limited to taxes, duties, fees, cess etc. and all incidental charges, etc. required for successful execution of the work, excluding GST.

(iii) NMPA shall collect the revenues as per Schedule of Rates (SOR) for respective cargo and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.

5. Revenue share calculation:

Rates of NMPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. {**The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards**}.

There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by NMPA for what so ever reason.

6. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and NEW MANGALORE PORT AUTHORITY will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

7. Site Visit:

The bidders shall conduct the site visit prior to submission of the bid and duly filled site visit form in this regard available in **Section VI** shall be submitted as tender requirement. The bidders are strongly advised to assess the site conditions and submit the realistic offer at their own cost without any liability on the NMPA.

8. Contents of Bid Documents:

Section I	Instruction to Bidders (ITB)
Section II	General Condition of Contractor (GCC)
Section III	Special Conditions of Contract (SCC)
Section IV	Scope of work
Section V	Price bid

Section VI	Forms: Form 1 - Form of Agreement Form 2 - Specimen Bank Guarantee Performance guarantee / Security deposit Form 3 - Specimen format for declaration Form 4 - Specimen letter of authority from bank for BG. Form 5 – No Exception and Deviation Form 6 - Format of Integrity Pact. Form 7 - Specimen letter of authority for submission of bid Form 8 - Format of Bid Security Declaration from bidders Form 9 - Format for Evidence towards Site Visit Form 10 - Tender Information Form Form 11 - Proforma of Joint Venture/Consortium Agreement Form 12 - Proforma of Power-of-Attorney for Lead Member of JV/ Consortium Form 13 - Format for Details of Consortium Members Form 14 (A) - Format for Insurance Surety Bond for EMD Form 14 (B)- Format for Insurance Surety Bond for Performance Guarantee
Section VII	Applicable SoR for collection of Rates for HMC, as applicable.
Section VIII	Details of Cargo handling statistics

Note:

Bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not Techno-Commercially responsive, in all respect, shall be at the Bidder's risk and shall result in the rejection of its Bid.

9. Joint Venture: In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). However, Integrity Pact shell be signed by all the JV members duly stamp and witness sign & address. All the partners of the association must also, jointly, and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria. Conditions for bid submission by Joint Venture:

(i) The number of partners in JV/Consortium shall be limited to maximum of two.

(ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works, on-going works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.

(iii) Lead partner must have handled at least 40 % of 1 MMT of dry bulk cargo / Break bulk Cargo (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD for 3 years during the last 7 years ending on 31.10.2025.

(iv) The works reckoned for the above purpose are those executed by the bidder as prime contractor or proportionately as member of JV or as a subcontractor, authorized and approved by the Employer of the work(s) against which the bidder has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.

(v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.

(vi) Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of two. Each entity would be jointly and severely responsible for completing the task as per the contract, however

declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

(vii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section VI, shall be enclosed with the bid.

(viii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section VI, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.

(ix) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.

(x) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.

(xi) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.

(xii) Bid Security as required shall be furnished by Lead Member of Joint venture.

(xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.

(xiv) Participation by a firm in more than one JV/Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.

(xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.

(xvi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

(xvii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

(xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

(xix) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.

(xx) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xxi) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.

(xxii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

(xxiii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid

Document and/or General Terms and Conditions of Contract.

(xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

10. Clarification on Bid Documents: Pre-Bid Meeting

Pre-Bid meeting shall be arranged by NEW MANGALORE PORT AUTHORITY at a scheduled date mentioned in this tender document or as extended by NMPA. NMPA encouraged all the prospective bidders to participate physically in this Pre-Bid meeting. It is advised to submit the queries in writing well in advance i.e. about one week before the scheduled date. After approval, pre-Bid clarification shall be published online as corrigendum to the tender documents. Bidder should note that, the Pre-Bid Queries should reach to this office before 24 hours of scheduled pre-bid meeting after the date of pre-bid meeting no queries will be entertained by the NMPA. All the prospective bidders are requested to regularly visit online website for updates on any corrigendum with regard to tender.

11. Amendment of Bidding Documents:

(i) At any time prior to the last date for submission of bids, NEW MANGALORE PORT AUTHORITY may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum / corrigendum.

(ii) Any amendment will be notified on the website prescribed in Notice Inviting Tender and on port web site. The bidder shall be solely responsible to check the web site for the amendment issued in shape or corrigendum and/or addendum.

(iii) In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, NEW MANGALORE PORT AUTHORITY may at its discretion, extend the last date for submission of bids.

12. Language of Bid

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and NEW MANGALORE PORT AUTHORITY shall be written in English language only.

13. **Not Applicable**

14. Revenue Share

The bidder shall quote their required Revenue Share % only in the online portal in the price bid (Schedule-B) format.

15. Bid Validity

(i) Bids shall remain valid for a period of **120 days** from the date of opening of preliminary bid. A bid valid for a shorter period may be rejected by the Licensor as non-responsive.

(ii) In exceptional circumstances, prior to expiry of the original time limit, the Licensor 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 mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

16. Security Deposits

(i) <u>Bid Security (Earnest Money Deposit-EMD)</u>

(a) EMD of Rs. 50,00,000 (Rupees Fifty Lakh Only) through online transfer in FA & CAO, NMPA, State Bank of India, Panambur Branch, a/c no.: 10205649448, IFSC Code: SBIN0002249 or in the form of Bank Guarantee or insurance surety bond as per enclosed format at Section-VI (Form – 14 A). Scanned copy of RTGS transaction receipt (indicating RTGS no. & date of transfer) or BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalized / Scheduled (except Co-operative) banks having its branch at

Mangalore is only acceptable.

(b) In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non-responsive:

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52242	Cargo handling incidental to water transport

(c) The tender not accompanied with EMD or valid Udyam Registration Certificate and 'Bid Securing Declaration Form' shall not be considered and their technical and price bid will be remained un-opened. The Earnest Money Deposit shall be submitted in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank, having its branch in Mangalore. The validity period of bank guarantee should be of 30 days in excess of the bid validity.

(d) Earnest Money Deposit (EMD) of non-qualified bidders during preliminary evaluation and technical evaluation stage shall be refunded within one months. EMD of all the successful bidders will be refunded after entering the agreement for required cranes by NMPA. EMD of successful bidders will be refunded after deposition of Performance Security as per tender condition. No interest will be entertained by NMPA on EMD for whatsoever reason.

(ii) <u>The EMD may be forfeited if;</u>

(a) The bidder withdraws the Bid after Bid opening during the period of bid validity;

OR

(b) The bidder hides the facts, submits false declaration/documents;

OR

(c) The successful bidder, having been notified of the acceptance of its bid by NEW MANGALORE PORT AUTHORITY during the period of bid validity, fails within the specified time-limit to:

i. Sign the Agreement;

OR

ii. Furnish the required Performance Security and / or does not agree to carry out the work as per the tender conditions.

(iii) Performance Security Deposit (PSD):

(a) Initially successful bidder has to submit two nos. of performance security deposit each of Rs. 39 Lakhs for a minimum validity period of 12 months. After successful deployment of HMC as per contract conditions, one security deposit shall be released by NMPA and second shall be retained by NMPA as "Security Deposit" for the entire period of the contract. After deployment and operation at NMPA "Retention Money" of Rs. 3.25 Lakhs shall be recovered from the running monthly bills of the contractor each month. However, if Licensee desires to continue deposited the second Performance security deposit with NMPA as retention money, in that case retention money from monthly bills shall not be recovered.

(b) Security deposit shall be for the entire period of contract and retention money will be refunded after completion of each year after submission of first running monthly bill for the successive year, subject to recovery of any penalties/dues of NMPA.

(c) Successful bidder shall have to furnish a Performance Security/Security Deposit in

form of Online Digital Transfer or Insurance Surety Bond (Form – 14 B in Section VI) or FDR or in form of Bank Guarantee issued from Nationalized / Scheduled bank (except co-operative banks), having its branch at Mangalore within 30 days of issue of LoA.

(d) NMPA reserves the right to forfeit the Performance Security Deposit (comprises of Security Deposit and Retention Money), in case of any default of the Licensee.

(e) Performance Security Deposit (PSD) shall remain valid for minimum of 60 days beyond the entire period of contract/license. If the contractor submits lower period of PSD, same shall be extended or submitted new PSD before 60 days of expiry of the running PSD deposited to NMPA. Contractor shall bear all types of cost incurred w.r.t. PSD, including extension or making of new.

(f) After successful completion of the license period, the performance security deposit will be returned back after making good any penalties/dues of NMPA.

(g) During the entire contract/license period, if any Crane is withdrawn/ removed from service by the Contractor, his Security Deposit will be forfeited, license will be cancelled and contractor may be debarred or blacklisted as decided by NMPA Authorities, same shall be binding to the contractor and no claim of contractor will be entertained in this regard.

(h) Failure to comply with the above requirements shall constitute sufficient ground for cancellation of the award of work/license and forfeiture of performance security.

17. Alternative Proposals by Bidders

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

18. Submission of Bids

a) 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.

b) 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.

c) Bidder then logs into the portal giving user id / password chosen during enrollment.

d) The e-token that is registered should be used by the bidder and should not be misused by others.

e) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

f) 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.

g) 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.

h) 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.

i) 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.

j) Bidder shall remit EMD and Tender Fee as specified in the tender. Exemption shall be applicable to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and Certificate on procurement from countries sharing land border Village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME. Valid document to prove eligibility for exemption from EMD and Tender Fee should be submitted along with Technical Bid.

k) The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.

l) 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.

m) 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.

n) 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.

o) 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.

p) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

q) 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.

r) 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.

s) 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.

t) 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.

u) 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.

v) 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).

19. Modification and Withdrawal of Bids

(i) Bidders may modify or withdraw their bids before the deadline of submission of bid.

(ii) No Bid can be modified after the deadline for submission of Bids.

(iii) Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity or as extended may result in the forfeiture of the Bid security i.e. EMD.

20. Bid Opening:

NMPA will open the bids at prescribed date and time for preliminary stage, in the event of the specified date of bid opening is Sunday or declared holiday for NEW MANGALORE PORT AUTHORITY, the bids shall be opened on the next working day. Technical and Financial bids opening will be on a latter date as decided by NMPA as per stage wise approval of the Competent Authority. Participating bidders may get the status of their bids online.

(i) The bids shall be evaluated first on the basis of the preliminary documents submitted by the bidders to satisfy the eligibility requirements as mentioned in the NIT and then the Techno-Commercial Offers of the eligible bidders only shall be evaluated.

21. Clarification of Bids

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

22. Evaluation Methodology and Comparison of Bids

(i) Conditional bids shall be rejected by NMPA. The technical evaluation shall be made strictly on the basis of the documents submitted in online portal by the bidders in support of the eligibility, the technical and commercial response.

(ii) After getting technically qualified, the bidder quoting their lowest revenue % Share demand shall be considered for acceptance as Lowest offer.

23. Contacting NEW MANGALORE PORT AUTHORITY

Bidder shall not contact NMPA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any effort by any bidder to influence NMPA in the Bid Evaluation, Bid comparison or contract award decision, shall result in disqualification of the bidder and forfeiture of the EMD.

24. Award of Contract (Grant of License)

The Licensor will Grant the License to the Bidder, provided that such Bidder has been determined to be eligible and qualified as per above Cl. 22. Grant of license will be after submission of performance security and submission of agreement etc.

25. Licensor's Right to Accept/Reject any or all the Bids

The Licensor reserve the right to accept/reject any or all bids and to cancel the bidding process, at any time prior to the grant of license without assigning any reason whatsoever. The Licensor also reserve the right reduce or increase the total requirement of HMC in NMPA, as per actual requirement before award of work.

26. Notification of Award (Grant of License) and Signing of Agreement

26.1 The Bidder, whose Bid has been accepted will be notified about the grant of license by the Licensor prior to expiration of the Bid validity period by facsimile followed by confirmation by letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the license period, total Revenue share (in percentage) to be paid by NMPA, etc. will be mentioned in line with the tender conditions.

26.2 The NMPA will grant the license subject to the furnishing of a performance security and submission of signed agreement format on non-judicial stamp paper of Rs. 500/- in accordance with the provisions of tender condition to the effect that the successful bidder shall comply with all the terms and conditions of the tender.

26.3 The bidder is required to submit Agreement and performance guarantee within 21 days of issue of the Letter of Acceptance.

26.4 The successful Bidder will be required to execute an agreement at his expense on Five Hundred Rupees (Rs.500/-) Non-Judiciary Stamp Paper in the proper departmental format mentioned in Section VI for the due and proper fulfillment of the contract within 21 days from the date of Letter of Acceptance

26.5 Pending preparation and execution of the contract agreement as above, the tender submitted by the Licensee together with CME's letter accepting the tender shall constitute a binding contract between the Board and the Licensee.

26.6 The agreement on stamp paper shall be furnished by the Licensee as per the following guidelines within 21 days from the date of issue of Letter of Acceptance failing which the successful bidder may not be granted license.

I. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.500/-)
II. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
III. Each page of the document is to be signed by the Licensee/ his authorized representative by indicating his full name.
IV. If the Licensee is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
V. If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the firm/company is to be submitted.
VI. The entire agreement should be in type written form/ computer printed form.
VII. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
VIII. All corrections/ additions made in the agreement are to be initialed.

27. Fraud and Corrupt Practices:

27.1 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.

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

(i) **"corrupt practice"** means (a) 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 (b) 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;

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

(iii) "**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;

(iv) "**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

(v) "**restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the Licensor will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

27.2 Licensor will declare a Bidder ineligible to participate in any tender or RFP issued by it, either indefinitely or a stated period of time, if at any time such Bidder is found to have either 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.

28. License Period

The validity of the license shall be for a maximum period of 10 (Ten) years, extendable up to 02 (two) more years on same terms and conditions with mutual consent from the date of successful deployment of HMC in NMPA.

29. Memorandum of Settlement

The Licensee shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior approval of NMPA in relation to any work under taken by him in the Port premises.

30. The License granted to the successful bidder is not transferable.

31. Deviations

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that bidder shall submit the bid in accordance with the Tender documents. Duly signed with seal & stamp **Section-VI** shall be submitted with the tender document with **no-deviation**. Any deviation from the tender conditions shall be liable for rejection of the bid.

32. **Undertaking by the Bidders**

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 Prevention of Corruption Act (PC Act) in connection with the bid.

33. Interpretation of Mobile Harbour Crane

Mobile Harbour Crane (MHC) and Harbour Mobile Crane (HMC) is the same equipment and will have the same meaning for all purpose.

34. Pre–Bid Meeting

The bidder or his official representative may attend pre-bid meeting to be held at 15:00 hrs. on 19/08/2026 in the Board Room, A O Bldg., NEW MANGALORE PORT AUTHORITY, Panambur, Mangalore. The bidders / representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

35. In case of any discrepancy between the tender documents hosted by NMPA on www.New Mangaloreport.gov.in and www.eprocure.gov.in/eprocure/app, the version of tender document hosted on www.eprocure.gov.in/eprocure/app shall be final and binding.

36. Signing of Integrity Pact:

The bidder has to execute Integrity Pact agreement with New Mangalore Part Authority (as per format enclosed) and Dr. Subhash Chandra Khuntia, IAS (Retd) and Ms. Sunita Puri, IRS (Retd.) have been appointed by NMPA as independent External Monitors and whose address are as under:-

a. Dr. Subhash Chandra Khuntia, IAS (Retd) 16-C, MCHS Colony,
HSR Layout (Sector 6), Bangalore -560102
Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com

b. Ms. Sunita Puri, IRS (Retd.) H No. 2095, Sector 15 C,
Chandigarh – 560102
Mob no. 9872099717, E-mail: sunita.puri12@gmail.com

The Procedure for signing Integrity Pact" is as follow:

(i) The Employer / Authorized Person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n- procure portal;

(ii) The potential bidders shall download and print the IP Agreement Signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder Shall upload the duly filled and signed IP Agreement on n-procure portal.

(iii) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filed, signed IP Agreement to the Department concerned of NMPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder Shall be treated as disqualified.

Seal and signature of the bidder

Executive Engineer (Mechanical)
NEW MANGALORE PORT AUTHORITY

Section – II
General Conditions of Contract (GCC)

General Conditions

1. Definitions

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

a. "**Employer**" means Board of Authorities of New Mangalore Port, a body corporate under the Major Port Authorities Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.

b. "**Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.

c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.

d. **"SoR Rates"** means the Scale of rates as ceiling rates per tonne for various cargo for HMC declared by NEW MANGALORE PORT AUTHORITY.

e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as maybe from time to time be furnished or approved in writing by the employer.

f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of NEW MANGALORE PORT AUTHORITY.

g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.

h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

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

l. **"Approved" or "Approval"** shall mean approval in writing.

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

n. **"Day"** means calendar days, **"months"** are calendar months.

o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.

p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.

q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

r. **"Licensor/licensor"** means Board of NEW MANGALORE PORT AUTHORITY, a body corporate under the Major Port Authority Act. 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.

s. **"Licensee"** means the person or persons, firm, corporation or company whose tender has been accepted by the Licensor and includes the Licensee's servants, agents and workers, personal representatives, successors and permitted assigns.

t. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Licensor.

u. "**Traffic Manager"** shall mean the Traffic Manager of NEW MANGALORE PORT AUTHORITY.

v. "**Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of NEW MANGALORE PORT AUTHORITY.

w. "**Work**" or "**Works**" shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the licensee under contract.

x. The "**Site**" shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

y. The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.

z. "**Approved**" or "**Approval**" shall mean approval in writing.

aa. "**Month**" shall mean English Calendar Month.

bb. "**Operation-in-charge"** shall mean any officer authorized by Traffic Manager for the purpose of Contract.

cc. **"Year**" for the purpose of this contract shall mean a period of 12 months commencing from the date of commencement of operation of harbour mobile crane by the successful bidder.

dd. "**NMPA**" shall mean NEW MANGALORE PORT AUTHORITY.

ee. "**%**" shall mean percentage.

ff. "**Successful deployment**" shall mean that the HMC has been deployed/redeploy, accepted by NMPA and ready for operation after meeting the requirement of this tender.

gg. "**Crane**" means MHC or HMC.

2. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3. Change Orders :

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

i. Increase or decrease or split the quantity of work included in the contract,

ii. Omit any such work,

iii. Change the character, quality or kind of any such work,

iv. Change the dimensions of any such work,
v. Change in Location
vi. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
vii. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute:

a) The Board and the Contractor/ Licensee shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, NMPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, NMPA, shall be subjected to the jurisdiction of the courts at Mangalore.

5. Force Majeure:

a. In the event that the Contractor / Licensee is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
b. If a force majeure situation arises, the Contractor / Licensee shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable.
The Contractor/ Licensee shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
c. In any other situation, which is beyond the reasonable control of the Contractor / Licensee in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6. Compliance with Statutes, Regulations:

The Licensee shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State / Central Govt. Authorities, Pollution Control Boards, Labour Enforcement and Local Authorities. The Licensee shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central

and State Legislation as well as any By-Laws of any Local Authorities regarding labour, particularly the Minimum wages Act, The Dock Workers (Safety, Health and Welfare) Act, 1986, The Dock Workers (Safety, Health & Welfare) Regulations, 1990, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep the Licensor indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Licensee. The total revenue share payable to contractor shall exclude all expenses whatsoever the Licensee may be required to incur for the compliance with the provisions of the above said legislation and no additional amount will be released other than the total revenue share quoted and accepted by NMPA. The Licensee shall make necessary arrangements for the Licensor to witness the payment made by the Licensee to his staff and labour.

7. Payment Terms:

All payments shall be made in Indian rupees unless specifically mentioned.

NOTE:

The payment shall be made through RTGS /NEFT, and the Contractor should be furnished following details: -

Bank Payment Agreement Form

a. Name of Party
b. Account No.
c. Branch Name
d. Branch Station
e. IFSC code of the bank
f. MICR code
g. Accepted for : - NEFT payment or RTGS payment Declaration by the party

I/We hereby declare that the above information furnished by me is correct and NMPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by NMPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

(i) No Advance payment will be made.

(ii) **Minimum Guaranteed Throughput (MGT) :**

a) Minimum Guarantee for crane shall be either 0.5MMT/annum @ Rs. 47/ ton or Rs 2,35,00,000/- per annum. Shortfall in MGT per year shall be compensated by NMPA shall be either 0.5MMT/annum @ Rs. 47/ ton or Rs 2,35,00,000/- per annum (whichever is lower in value, in Rs.), considering 0.5MMT @ Rs. 47/ton of cargo handled.

b) In case of shortfall in annual MGT, compensation shall be paid by NMPA either difference of 0.5 MMT or Rs 2,35,00,000/-, whichever is lower considering comparison on rupees' basis:

Licensee/Contractor handled only 0.4 MMT/crane in a year,
Shortfall = 0.5 – 0.4 = 0.1 MMT = 100000 Ton
Shortfall in Rs. = 100000 x 47 = Rs. 47,00,000/ ……(A)

Let's assume revenue received in that year is Rs. 2,15,00,000/-crane
Shortfall in MGT/Crane in Rupees = 2,35,00,000 - 2,15,00,000 = Rs. 20,00,000/- ……(B)

Comparing the above two cases (A) & (B), (B) is lower, hence only Rs. 20,00,000/- shall be payable as compensation in shortfall in MGT for that particular year for particular licensee/contractor.

c) Cargo handled by HMC at the end of each contract year from the commencement of deployment shall be calculated & certified by the user department i.e. Traffic Department of NMPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification. Cargo handled by HMC at the end of each month, shall be calculated & certified by the user department i.e. Traffic Department of NMPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification. At the end of each year, cargo handling performance shall be calculated and shall lapsed with that particular year, hence shall not be carried forward.

(iii) Monthly payment at the quoted percentage in revenue share, shall be made on the actual cargo handled considering the SoR rates of respective cargo handled.

(iv) If the hired HMC are only used for loading / discharging the entire ship Quantity, then the Final Draught survey quantity will be considered for billing. If the Ship cranes and hired HMC are used for loading / discharging cargo, then the figure / reading given by the hired HMC will be considered for billing purpose. However, this quantity will not be more than the final draught survey qty. If the hired and port owned both HMC are used for loading / discharging cargo and it is found that there is an excess reading/billing by HMC, then excess qty will be reduced on pro-rata basis to Final Draught survey quantity.

(v) Schedule of Rates (SOR) as per type of cargo shall be collected by NMPA and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.

(vi) Rates of NMPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. {**The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards**}.

(vii) There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by NMPA for what so ever reason.

(viii) The contractor should submit the bill every month duly seal and sign along with copy of online payment transaction slip to their employees, payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.

(ix) Applicable rule for EPF shall be complied by the contractor for their employees and relevant documents shall be submitted to NMPA along with monthly bills same shall be verified by TPIA of NMPA.

(x) The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to NMPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.

(xi) The contractor shall note that no interest be payable by the NMPA for any delayed Payments unless otherwise stipulated in tender.

(xii) If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the

condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

(xiii) Revenue share shall be calculated on Gross Handling Charges collected / collectible from users before deduction of any expenditure.

8. Insurance

(i) All manpower & machines to be posted at NMPA, Panambur as instructed by EIC, shall be insured under the Workmen Compensation Act.

(ii) It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & machines and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.

(iii) No claim/compensation of whatsoever nature shall be entertained by the NMPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials or machines. Contractor is required to get insurance for his staff and machines at his own cost.

9. Time is the essence of the contract:

Time is the essence of the contract, and the Contractor shall ensure that successful deployment of HMC in NMPA shall be within the specified time period in this tender document. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors.

10. Liquidated Damages (Not applicable)

11. Variations:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract(GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12. Acceptance (Not Applicable)

13. Guarantee: (Not Applicable)

14. **Taxes:**

GST: Revenue share quoted by the bidder as % (percentage) shall be excluding GST. GST will be paid as applicable by NMPA to the licensee on submission of Tax invoice and after satisfying the requirement as per GST Act.

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that NEW MANGALORE PORT AUTHORITY can avail input tax credit in timely manner. In case NMPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the NMPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Rate &Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

15. Deduction:

a. Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

b. While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, NMPA shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or, any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In- charge (EIC) shall be conclusive.

c. Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

d. (Deleted)

16. Subcontracts:

The Licensee shall not be allowed to engage any sub-contract for operation of crane.

17. Idle Charges: (-Not applicable-)

18. Personal Protective Equipment (PPE):

The Licensee shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as safety shoes, helmets, nose masks, hand gloves etc. by his staff at site.

19. Conduct:

The Licensee, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works.

20. Accident:

The Licensee shall inform about the occurrence of any incident/accident, at or about the work site or in connection with execution of the contract, report such incidents/accidents to the Engineer-In-Charge/ Officer-In-Charge as per the requirement of Dock Workers (Safety, Health & Welfare) Regulations, 1990. He shall also provide the information about the incident/accident as requested by the Traffic Department and Inspectorate of Dock Safety, Mangalore.

21. Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost for the entire period of License in NMPA.

22. Termination:

a. The Board may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Licensee, terminate the license in whole or in part:

b. If the Licensee fails to commission and commence commercial operation of the cranes within the specified time period including extension, if any.

c. If the Licensee fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Licensee.

d. If the licensee fails to submit fresh performance security in the form acceptable as per Tender of appropriate amount within 15 days from date of encashment of bank guarantee which has been enchased by NMPA in the event of failure of the license to pay any dues to NMPA.

e. In case of termination of license for default by the Licensee, the amount of performance security will be forfeited and Licensee will be debarred from participating in any of the future tender of NEW MANGALORE PORT AUTHORITY for a period of 3 (Three) years from the date of termination. No compensation whatsoever shall be payable by the port to the licensee on termination of license prior to the expiry of the license period.

f. Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of three (3) months. The contractor shall not have right of any claim on NMPA on account of such termination.

23. Arbitration Clause:

(i) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.

(ii) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.

(iii) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

(iv) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

i. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

(v) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(vi) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

(vii) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

(viii) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.

(ix) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims

as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(x) The award of the arbitrator shall be final, conclusive, and binding on all the parties to Contractor.

(xi) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(xii) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(xiii) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be pied equally by both the parties.

(xiv) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(xv) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

24. Indemnification:

The Licensee shall indemnify, protect and defend at its own cost, NEW MANGALORE PORT AUTHORITY and its heirs, administrators, executors, assigns & employees from & against any / all actions, claims, losses or damages directly or indirectly arising out of the operations of the crane throughout the license period.

25. Delegation

The Engineer-in-Charge 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.

26. Personnel

a. 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-in-Charge. The Engineer-in- Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

b. If the Engineer-in-Charge 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.

27. Queries about the Technical Data (-Not applicable-)

28. 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 employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

29. Instructions

The contractor shall carry out all instructions of the engineer-in-charge or his nominee which comply with applicable laws where the site is located.

30. Safety

The Contractor shall be responsible for the safety of all activities including but not limited to port

properties, assets and equipments, manpower etc. involved for the work under this contract.

31. Correction of Defects

a. The Engineer-in-Charge or his nominee shall give notice to the Contractor for any defects observed during the operation, test & trials, TPIA observations etc. for the safe and efficient operation of deployed HMC.
b. Contractor is liable to rectify the defect as observed by NMPA/TPIA for safe and efficient performance of HMC.
c. Each defect, breakdown, damages, non-operational period shall be recorded in hard copy register same shall be verified by EIC or his nominee/TPIA on monthly basis. The performance of HMC shall be verified from this record including performance, availability, utilization. Rectification date and time shall also be clearly indicated by the contractor in the same register, which shall be certified by EIC or his nominee/TPIA.

32. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

33. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work undertaken by him in the Port premises.

34. Third Party Inspection:

i. The Third-Party Inspection Agency (TPIA) shall be arranged by NMPA at its own cost.
ii. Contractor has to intimate NMPA for the requirement for TPIA visit. Verification of cargo handled data received from Traffic Department by the contractor for each deployed HMC shall be verified & certified by TPIA on monthly as well as, as & when required basis.
iii. Applicable rule for EPF shall be complied by the contractor for their employees and relevant documents shall be submitted to NMPA along with monthly bills same shall be verified by TPIA of NMPA.
iv. The Third party shall carry out inspection of work as per tender specification/relevant standard during deployment, re-deployment after overhauling/breakdown/repair, verification of certificates & documents etc. as per the direction of EIC.
v. The payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.
vi. All performance tests of the HMC shall be carried out by the statutory bodies as per requirement and certificate shall be verified by TPIA for the entire period of contract.
vii. The Third Party shall carry out inspection of Staff-profile as per tender conditions & specification.
viii. The third party agency shall inspect the working of the machines and submit report for any non-confirmative thereof.
ix. The monthly payment shall be released after certifying by the TPIA for compliance of tender requirements and copy of the same shall be produced by licensee for releasing the monthly payment as per Payment Terms.

35. Engagement of 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.

36. Police verification of contract labour

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer- in-Charge a return in detail, in such form and at such intervals as the Engineer-in- Charge may prescribe, showing the staff and 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-in-Charge may require.

(a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in- Charge a true statement showing, in respect of the second half of the preceding monthand the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

(b) No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

37. Registers to be maintained at site:

(i) Site order Book

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shallbe handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

(ii) Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

(iii) Other registers needed to be maintained as per direction of EIC.

38. No damage, hindrance, or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

39. Tools & Tackles:

All the requirements for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by the contractor himself. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area. Licensor i.e. NMPA will not entertain any claim/request/presentation of the Licensee for the entire period of contract.

40. Hot work

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at NEW MANGALORE PORT AUTHORITY for such works shall be observed by the Tenderer and necessary permit and No Objection Certificate shall be obtained from the concerned authorities of the port.

41. Indian Dock Safety Regulation

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

42. Valid Electrical Contractor License and Electrical Supervisor Certificate: (Not Applicable)

43. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, (excluded GST), duties etc. and all incidental charges.

44. Labour License:

The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Kadri, Mangalore in case he has to engage 10 or more workers on any day during the execution of work or as amended from time to time as statutory requirement.

45. Jurisdiction of courts

All disputes shall be subjected to the jurisdiction of the local court of Mangalore.

46. Change in communication address

In case of any change of address / status of the licensee, the same should be promptly notified to the licensor.

47. Contract Agreement:

(i) The successful Bidder will be required to execute an agreement at his expense on Five Hundred Rupees (Rs.500/-) Non-Judiciary Stamp Paper in the proper departmental format mentioned in Section VI for the due and proper fulfillment of the contract within 21 days from the date of Letter of Acceptance

(ii) Pending preparation and execution of the contract agreement as above, the tender submitted by the Licensee together with CME's letter accepting the tender shall constitute a binding contract between the Board and the Licensee.

(iii) The agreement on stamp paper shall be furnished by the Licensee as per the following guidelines within 21 days from the date of issue of Letter of Acceptance failing which the successful bidder may not be granted license.

a. The original agreement as per the format attached with the tender should be executed

on a stamp paper of appropriate value (at present Rs.500/-)

b. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
c. Each page of the document is to be signed by the Licensee/ his authorized representative by indicating his full name.
d. If the Licensee is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
e. If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the firm/company is to be submitted.
f. The entire agreement should be in type written form/ computer printed form.
g. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
h. All corrections/ additions made in the agreement are to be initialed.

Seal and signature of the bidder

Executive Engineer (Mechanical)
NEW MANGALORE PORT AUTHORITY

SECTION –III
Special Conditions of Contract (SCC)

1. Minimum Guaranteed Throughput (MGT) :

a) Minimum Guarantee for crane shall be either 0.5 MMT/annum @ Rs. 47/ ton or Rs 2,35,00,000/- per annum. Shortfall in MGT per year shall be compensated by NMPA shall be either 0.5 MMT/annum @ Rs. 47/ ton or Rs 2,35,00,000/- per annum (whichever is lower in value, in Rs.), considering 0.5MMT @ Rs. 47/ton of cargo handled.

b) In case of shortfall in annual MGT, compensation shall be paid by NMPA either difference of 0.5 MMT or Rs 2,35,00,000/-, whichever is lower considering comparison on rupees' basis:

Licensee/Contractor handled only 0.4 MMT/crane in a year,
Shortfall = 0.5 – 0.4 = 0.1 MMT = 100000 Ton
Shortfall in Rs. = 100000 x 47 = Rs. 47,00,000/ ……(A)

Let's assume revenue received in that year is Rs. 2,15,00,000/-crane
Shortfall in MGT/Crane in Rupees = 2,35,00,000 - 2,15,00,000 = Rs. 20,00,000/- ……(B)

Comparing the above two cases (A) & (B), (B) is lower, hence only Rs. 20,00,000/- shall be payable as compensation in shortfall in MGT for that particular year for particular licensee/contractor.

c) Cargo handled by HMC at the end of each contract year from the commencement of deployment shall be calculated & certified by the user department i.e. Traffic Department of NMPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification. Cargo handled by HMC at the end of each month, shall be calculated & certified by the user department i.e. Traffic Department of NMPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification. At the end of each year, cargo handling performance shall be calculated and shall lapsed with that particular year, hence shall not be carried forward.

2. Availability of HMC shall be minimum for 95 % in any year, reduction in annual availability below 95% shall results in reduction in MGT of 0.5 MMT in proportionate.
For example:
Availability in any year is 90%, then,
MGT in that particular year shall be (0.5x90)/95 = 0.474 MMT.

3. In case of non-operation worthy condition declared by Contractor or NMPA for any reason for more than total 180 days in a year (in any way either in piecemeal manner or on single event occurrences), MGT shall not be applicable for particular year and no compensation will be admissible for such year.

4. For routine maintenance purpose, total of 12 (twelve) days' downtime per year for HMC, will be allowed to the contractor, which may be utilized at single or multiple occasions without any penalty. However, for routine maintenance prior intimation and permission shall be obtained from NMPA. Any breakdown of HMC, shall be intimated to NMPA immediately

and balance downtime may be utilized, for making the HMC good for operational.

5. For Major maintenance purpose, 06 (Six) days' downtime per year for HMC will be allowed to the contractor, which may be utilized at single or multiple occasions without any penalty. Contractor may consume Routine maintenance period and Major maintenance period for breakdown maintenance purpose, at one instance or in parts allowed for HMC, it cannot be claimed for more than 18 days in any year for HMC. Balance days of downtime of routine maintenance and Major maintenance at the end of year shall be lapsed and not to be carried forward. This down time shall be calculated on hourly basis.
For example:
Let's assume, two occasions of down time as 3.8 hrs. and 6.2 hrs.,
Total downtime shall be calculated as total 4 + 7=11 hrs.

6. Not Applicable.

7. TPIA shall be in the scope of NMPA, however, contractor has to intimate NMPA for the requirement for TPIA visit. Verification of cargo handled data received from Traffic Department by the contractor for HMC shall be verified by TPIA on monthly or as & when required basis.

8. HMC will be booked on common roster basis for utilization of HMC for cargo handling operation by NMPA. However, frequent breakdown and out of commission at the time of deployment in roster for use by NMPA, roster turn will be lapsed and HMC turn for operation will go at last in line.

9. Roster will be prepared based on availability of all the Cranes in NMPA without any priority. However, NMPA reserves the right to allot any Crane to any berth at some special circumstances occasionally. Deployment of Cranes will be under the direction and control of the Traffic Manager, NEW MANGALORE PORT AUTHORITY, which shall be final and bounding without any claim / dispute.

10. The proposed HMC is intended for use at Berth No. 6 & 7 tentatively. The project cargo and cargoes other than those designated can be handled at these berths; the operator should make necessary arrangements for deploying suitable grabs / nets/spreader etc., for handling the above multi cargoes. However, allotment of Crane will be decided by Traffic Department based on operational requirement only, which shall be bounding undisputedly.

11. LICENSEE'S OBLIGATIONS:

11.1 All the operational and maintenance requirement for successful utilization of the HMC shall be in the scope of the contractor/licensee, including but not limited to accessories, lifting appliances, tools & tackles, man power etc.

11.2 It shall be the responsibility of the licensee to ensure that the persons engaged for the work are clear from Security angle. Police NOC is required to be obtained from local policy station. Such NOC needs to be taken every year till expiry of license period including extension. NMPA is covered by ISPS code and all the related security concerns are to be taken care by the Licensee.

11.3 Licensee shall nominate an authorized Representative through Power of Attorney for carrying out all the transactions/communications with NMPA, including day to day operational requirement, status updating, quantity handled, time of usage, other MIS including maintenance and communication with Licensor.

11.4 Licensee shall obtain license from DGFASLI before commencing commercial operation of the cranes and as and when required for the statutory/safety test requirement purposes. License shall strictly follow all labour related laws and regulations.

11.5 Licensee shall strictly follow all applicable Acts & Rules.

11.6 Licensee shall pay damage rectification cost for the damage caused to port properties/ under NMPA liability due to the fault of operation / maintenance / negligence / other faults.

11.7 The licensee shall install and operate the crane at their own risk and cost. The port is not responsible for any type of damages to the HMC or to their men or machine deployed for operation of the cranes at NMPA.

11.8 The licensee shall take third party insurance. The licensee is required to take such insurance from the date the crane is brought inside the port area and it's validity shall be till the completion of licensed period. The Scope of the insurance shall also cover all the cargo handling workers / staff of Deendayal Port so deployed in the operation.

11.9 The licensee shall be responsible to obtain all clearances and approvals from the statutory authorities. NMPA shall not be responsible for any loss / damage etc. occurring due to delay in obtaining and / or not granting permission or approvals from statutory authorities.

11.10 All taxes and duties applicable to the licensee shall be payable by the licensee, NMPA shall not be responsible for non-recovery of any amount from the exporters or importers etc.

11.11 The operators / maintenance staff deployed by the licensee shall obtain permission from CISF for entry into port premises as per the prevailing guidelines.

11.12 The licensee shall deploy the HMC for the operation as per the requirement of Traffic Dept.

11.13 The licensee shall be bound by all the rules, regulations and bye- laws relating to handling operations, maintenance, and the like which may be prescribed from time to time by NEW MANGALORE PORT AUTHORITY.

11.14 The crane deployed for operations shall be open at all times to the inspection of the licensor or his authorized agents/TPIA or any other statutory agencies.

11.15 The Licensee at his own cost shall be solely responsible for the following:

(i) To execute the operation and maintenance of mobile harbour crane with due diligence, efficiency and in conformity with sound, administrative and financial practices to protect the interest of the licensor.

(ii) To keep the work site free from obstructions.

(iii) To remove cranes from the berth as and when required by NEW MANGALORE PORT AUTHORITY.

11.16 The licensee shall deploy and operate the Diesel & Electric (Duo) Powered Mobile Harbour Crane at his own cost. Facility for Power connection will be provided near the jetty or near the available source from where the tapping along with necessary arrangements shall be in the scope of Licensee at their cost. Charges towards Consumption of Electricity shall be paid by the licensee to NMPA as per the applicable tariff.

11.17 In case of non-availability of Electric supply, the HMC shall be required to be operated on Diesel drive, otherwise the HMC is liable to be declared as non-operational. Cost towards all the consumable including but not limited to diesel for any operations of HMC, same shall be arranged by the contractor at their own resources and cost.

11.18 The firm shall provide trained and experienced personal for satisfactory crane operations.

11.19 The firm shall take comprehensive insurance for its crane, operating personnel(s) including Third Party liabilities. All liabilities on account of workmen compensation shall be on account of the contractor.

11.20 For safety of crane and personnel(s), crane shall work strictly as per manufacturer's load chart and should adhere to all applicable safety & precautionary measures.

11.21 The crane shall be provided with enough operators, helpers, service & maintenance staff to meet the site working conditions round the clock & all other consumables (if any).

11.22 Sufficient spares with minimum of critical spares shall be maintained as per OEM list of essential items/parts etc. for HMC. It will be the responsibility of the licensee to keep sufficient spares

readily available to make the cranes operational for round the clock cargo operation. The list of Critical spares as recommended by OEM/OPM shall be submitted to NMPA with tender documents. Licensee shall also be liable for keeping the spares/items required for routine maintenance as per schedule of OEM/OPM and shall keep the spares/items well in advance for smooth functioning of HMC.

11.23 Considering the long-term contract of 10 years which may be extended for any period but maximum to 02 years, HMC may be required to deploy on any cargo jetty including the new jetties which may come in future during the tenure of contract including extension. This liability of contractor shall be for one occasion for each five years of HMC, which shall be carry forwarded till the end of the contract period at the risk & cost of contractor.

12. LICENSOR'S OBLIGATION

(i) If required and requested by the licensee/contractor, space for containers shall be provided as per applicable SOR rates.

(ii) NMPA shall provide suitable place near the operational area for parking of the HMC, free of cost along with water for cleaning of HMC, subject to availability. During non-operational period of HMC, the same shall be parked at the parking area or as per direction of NMPA.

(iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.

(iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate".

(v) On successful completion of all the obligations under the contract and on the request of the Licensee, a "Performance Certificate" will be issued by NMPA.

(vi) NMPA shall provide administrative assistance for necessary declaration letters & forms, without any financial implication on NMPA.

13. Safety Measures to be adopted by Licensee:

i. Compliance with Statutory Acts/Regulations:

The Licensee shall comply with all relevant safety regulations and standards set by local, regional, and national authorities. This includes occupational safety, environmental, and equipment safety regulations. Specifically, the Dock Workers (Safety, Health and Welfare) Act, 1986 and The Dock Workers (Safety, Health & Welfare) Regulations, 1990 shall be complied strictly. Also the Lifesaving rules and other safety rules of NMPA shall be followed strictly. The violation of the same shall lead to penalty deemed fit for the same.

ii. Manufacturer's Safety Standards:

The Licensee shall ensure that the safety features and standards been adhered by the manufacturer of the mobile harbor crane. It shall be ensured that the crane meets or even exceeds industry safety standards.

iii. Operator Training and Medical Certification:

Ensure that operators are adequately trained and medically fit to operate the mobile harbor crane and hold valid certifications.

iv. Safety Devices and Features:

The safety devices and advanced features for ensuring the human safety and mitigating fire emergency shall be provided in the mobile harbor crane. This may include emergency stop systems, load moment indicators, collision avoidance systems, advanced fire extinguishing system and other safety features designed to prevent accidents.

v. Maintenance and Inspection Procedures:

The documentation outlining the recommended maintenance and inspection procedures for the mobile harbor crane shall be developed and implemented. Regular inspections and maintenance shall be executed rigorously for ensuring the ongoing safety and reliability of

the equipment.

vi. Emergency Response Planning:

The emergency response plan shall be prepared and submitted to mitigate all type of emergencies related to mobile harbor crane. This should cover procedures for dealing with accidents, fires, and other emergencies, as well as the availability of emergency equipment on-site

vii. Load Capacity and Stability:

The load capacity and stability requirements of the mobile harbor crane shall be clearly defined. It shall be ensured that the crane is operated within its specified limits, reducing the risk of accidents due to overloading or instability.

viii. Work place environmental aspects:

The work place environmental aspects such as noise levels, emissions, or spill containment measures, depending on the location and environmental regulations shall be monitored and followed strictly.

ix. Documentation and Manuals:

The comprehensive documentation, including operation manuals, safety manuals, and any other relevant documents shall be developed and followed. It shall be ensured that users have access to this information necessary for safe operation and maintenance.

x. Personnel Protective equipment:

The Licensee shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as shoes, helmets, nose masks, hand gloves etc. by his staff at site.

xi. Accidents:

The Licensee shall inform about the occurrence of any incident/accident, at the work site or in connection with execution of the contract, report such incidents/accidents to the Operation-In-Charge as per the requirement of Dock Workers (Safety, Health & Welfare) Regulations, 1990. He shall also provide the information about the incident/accident to the concerned department of NMPA and Inspectorate of Dock Safety, Mangalore. Licensee shall ensure safe operational area of HMC by following safe working practices including SoP (to be prepared for all types of operational & maintenance activities) & shall be got approve from NMPA.

14. Freedom to deploy additional Cranes

NEW MANGALORE PORT AUTHORITY shall be free to deploy any number of additional Cranes during the currency of the existing licenses in any manner i.e. owned / hired or by way of grant of additional licenses.

15. Fraudulent documentation by bidders:

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

16. Penalties:

(i) The contractor shall deploy the HMC within 03 Months of stipulated time period after issuance of LoA. However, in case of delay in successful deployment of HMC shall attract penalty of Rs. 3,90,000/- per week or part thereof for delay in deployment of HMC, limiting to Rs. 78,00,000/-, i.e. 20 weeks, failing which total performance security deposited shall be forfeited and contract may be terminated. The competent Authority of NMPA, at its discretion may terminate the contract after 20 weeks of delay in deployment or give extension basis on the justification & facts submitted by the Licensee.

(ii) In case of non-deployment of HMC, NMPA shall forfeit the Performance Security Deposit against respective HMC. Further, NMPA shall debar, cancel and ban all type of business activities with the respective Licensee within NMPA up to 03 years.

(iii) In case of shortage in throughput compared with minimum specified as under (as and when amended by NMPA, as per SOR/SoP):

(iv) **Cargo**	**Tonnes per day per crane (100MT HMC)**
Coal	12500
Fertilizer (DAP+UREA)	10000
Salt	12500
Food Grains , Kaolin	10000
Iron Ore	12500
Gypsum, Mill Scale, MOP	12500
Dolomite	10000

Shortfall to the above minimum through put to be evaluated on the monthly hourly basis and shall attract penalty of equal amount of loss of revenue to NMPA, same shall be recovered from the bills of the Licensee.

For example:

Cargo handled in April :

for Fertilizer for 10.7 days and Coal for 15.2 days

Minimum through put shall be, for Fertilizer 10000*10.7 =1,07,000 Ton

and, for Coal 12500 * 15.2 = 1,90,000 Ton.

If actual through put achieved by the HMC in April:

for Fertilizer =1,25,000 Ton

and, for Coal =2,00,000 Ton.

Therefore, shortfall in through put of HMC in April:

for Fertilizer = 18,000 ton

and, for Coal = 10,000 ton.

Let's assume, Licensee quoted for their revenue share as 48% on the SoR for individual cargo.

Let's assume, SoR rates for handling for Fertilizer =Rs. 47/- and for Coal = Rs. 47/-.

Loss in revenue for NMPA for Fertilizer = Rs. 18000* (52 % of 47) = Rs. 4,39,920/-,
And loss in revenue for NMPA for Coal = Rs. 10000 * (52 % of 47) = Rs. 2,44,400/-
Therefore, total revenue loss for NMPA = 6,84,320/- and same shall be paid in addition to the revenue share by Licensee for the month of April.

(v) In case deployed HMC is getting frequent break down or not able to handle the cargo between ship & jetty in the operational conditions of NMPA at Panambur or shortage in throughput and cargo handling operation at NMPA is hindered, Licensee is liable to replace the required HMC by new one as re-deployment, within a period of 03 months failing which NMPA will forfeit the PSD for. TPIA of NMPA will verify each such occurrence of event and decision of EIC in this regard will be final and bounding.

(vi) Non-availability due to shortage of spares or any items required for successful operation of cargo handling at NMPA shall be in the account of licensee including cost of such materials. Licensee shall keep all

(vii) It will be the responsibility of the Licensee to operate and maintain the HMC in safe and efficient manner as per prevailing rules, deficiencies in any rule may results in termination of License.

(viii) Availability below 50% in any year for any reasons, results in no MGT by NMPA for that particular year. Reduction in availability for the reasons attributable to the contractor will attract reduction in MGT in proportion and penalty both.

(ix) Availability below 50% in any year for the reasons attributable to the contractor may results in termination of the contract including penalties as specified in this tender documents.

(x) Availability of HMC shall be minimum for 95 % in any month. Reduction in availability for the reasons attributable to the Licensee below 95% in any month (corresponding to no. of days of a particular month) shall attract penalties as under:

Sr. No.	Reduction in availability	Penalty
1	Availability < 95%	Rs. 10,000/- per hour.

17. PERFORMANCE STANDARDS:

17.1 **Commodity wise berth-day output per crane**

Tonnes per day per crane	**100MT HMC**
Coal	12500
Fertilizer (DAP+UREA)	10000
Salt	12500
Food Grains , Kaolin	10000
Iron Ore	12500
Gypsum, Mill Scale, MOP	12500
Dolomite	10000

SECTION IV

SCOPE OF THE WORK

1. Broad Scope of Work

(a) Commencement of Hiring / License Period: Subject to other provisions of the Order, the revenue share starts from the date, when the crane is deployed and ready for operation, meeting all statutory requirements.

(b) Successful deployment of HMC at NMPA for successful operation to handle the cargo including but not limited to, Supply, Installation, Testing, Commissioning, complete Operation and Maintenance etc. of 1 No. HMC of 100 MT or above capacity along with suitable size of grabs on Revenue sharing basis for up to a period of 10 years extendable up to 02 more years on same terms & conditions at NMPA.

(c) It will be required to handle project / ODC Cargo, may be through tandem operation, other than bulk & break bulk cargo.

(d) De-mobilization of HMC after clearance from NMPA, on completion of contract period from the port area, within 30 days.

(e) The Licensee shall supply 01no. of HMC for deployment at NMPA, **The HMC shall be manufactured within 01 (One) year, before the last date of bid submission.**

2. Extendable period is on the same terms & conditions, subject to satisfactory performance. If Bidder initially deployed old HMC as per conditions of this tender document and however afterward Licensee requested and deploy new HMC before completion of initial License period, NMPA may consider for revised license period as per above table, Sr. No.- (1) i.e. "Date of manufacturing of HMC within one year before the last date of bid submission", but in any case license period shall not be more than 10 (ten) years and extendable period of 02 (two) years' subject to satisfactory performance.

3. <u>Technical Specifications for HMC:</u>

The offered HMC shall meet the following requirements.

1.	Type of HMC	Diesel operated & Tyre mounted
2.	Maximum reach	HMC shall lift at least 45 Tons below the Spreader up to a Reach of 40 meters from the centre of the Crane
3.	Lifting capacity of the Crane	≥ 100 T
4.	Load bearing capacity on Quay should not exceed	3 T/m^2
5.	Spreader	Automatic Spreader To handle 20 feet, 40 feet & 45 feet containers & with twin lift
6.	Grabs (min. 2 nos.)	To handle cargo ranging from 0.6 Ton/m^3 – 2.5 Ton/m^3 density
7.	Motorised Hook (1 no.)	Having capacity to lift 100 tons & above
8.	Min. working Radius	10 – 11 meters
9.	Max. hook depth below ground	15 meters
10	Mode of operation	Diesel + Electrical (Duo), shall operate on 11 KV power supply.
10.	Age of the Crane (HMC)	Not more than 1 (One) Years old as on the date of submission of technical bid / tender.

4. Operational Requirement:

Sr. No.	Description of Parameter / Feature	Details / Requirement
1.	Working Days	All days in a month including Sundays & National Holidays.
2.	HMC Crane	Valid statuary certificates in proof of completed statutory survey requirements
3.	Operational team along with Crane	As per requirements for operation & maintenance for 3 shift operation
4.	Formality related to Gate entry permits / passes	In scope of Licensee

5. Load Test:

The load test should be carried out before putting HMC into operation or ready to use. The load for the load test shall be arranged by the firm at their own cost. Load testing for initial (and subsequent, if any) HMC crane shall be certified by an authorized third-party inspection agency (TPIA) and DGFASLI authorized competent person and cost towards engagement of DGFASLI authorized competent personal will be in scope of Licensee. The quoted Prices of the firm shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane. Moreover, supporting Cranes, equipment, consumables and tools & tackles required for assembly and de-assembly of cranes is in the scope of the Licensee.

6. Movement of HMC Crane:

Movement of HMC Crane within berths at cargo jetty area of NMPA will be carried out as per requirement of NMPA. The movement period is to be considered as hiring period and log sheet to be signed accordingly.

7. The HMC shall be provided with a weight meter, which shall be calibrated minimum once in every year. However, in case of any complain/dispute with observation of TPIA, calibration shall be carried out as and when situation arises at the cost of the Licensee. The calibration certificate shall be submitted to NMPA for verification. The Licensee shall maintain proper records of the weight meter readings, which shall be submitted along with the monthly statement for the verification of NMPA.

8. After issuance of LoA within 30 days, Licensee shall submit the hard copy as proof for placement of order for new HMC. In any case HMC shall be deployed new only either own or hired. In case of hired, a documentary proof for the hiring agreement shall be submitted to NMPA.

9. The possession and effective control, at all the times, of the crane shall be of the Licensee only. Operation of the Crane should be handled exclusively by the trained operators.

Seal and signature of the bidder

Executive Engineer (M)
NEW MANGALORE PORT AUTHORITY

SCHEDULE -B

SECTION-V
PRICE BID

Grant of License for "**Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA**".

Description	Quote for Revenue Share in % (percent) of SOR rates. (i.e. % of Share demanded from SoR rates as on the date of "Submission of the Bid")
HMC of 100MT or above capacity with minimum of 40 meters reach.	____%

Note:

(1) Schedule of Rates (SOR) as per type of cargo shall be collected by NMPA and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.

(2) Rates of NMPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. {**The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards**}.

(3) There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by NMPA for what so ever reason.

(4) I/We accept to pay GST as applicable from time to time.

(5) I/We hereby certify that I/We have examined and am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

Seal and signature
Of the bidder

Executive Engineer (M)
NEW MANGALORE PORT AUTHORITY

Section VI

NEW MANGALORE PORT AUTHORITY

Form of Agreement (for Execution of work)

(to be executed on Rs.300-non-judicial stamp paper)

[the successful bidder shall fill in this form in Accordance with the instructions indicated]

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 2021 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Licensee' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of _____ and whereas the Licensee has offered to execute and complete such work.

WHEREAS the Licensee has deposited a sum of Rs. _____(Rupees only) as security deposit in the form of Online Digital Transfer or FDR or in form of Bank Guarantee or Insurance surety bond for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

2. The following documents shall be deemed to form and read as construed part of this agreement viz.:

   i) Notice inviting tender.
   ii) Instruction to Bidders
   iii) General Condition of License
   iv) Scope of Work
   v) Tender submitted by the Licensee, including Section I to VIII of tender document.
   vi) The schedule items of work with quantities and rates.
   vii) Any correspondence made between the Executive Engineer (Mechanical) and the Licensee after opening of the Cover-I -as regards to contain clarifications/details called for vice versa.
   viii) Common terms and conditions offered to Licensee and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'
   ix) Bank Guarantee for security deposit.

   1. The Licensee hereby covenants with the Board to complete the work of ____in conformity in all respects, with the provisions of the contract.
   2. The Board hereby covenants to pay the Licensee in consideration of such completion

of the works, the contact price of Rs. _____(Rupees only) at the time and in the manner prescribed of the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA…../2026…… dated…../…./2026 and contains with…….pages in all.

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

(Contractor) Witness: 1.
CONMPANY SEAL

2.

CHIEF MECHANICAL ENGINEER

For and On behalf of the NMPA

(Board)

in presence of

Witness 1.

2.

Form-2

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.300/- non-judicial Stamp Paper]

_____

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

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

Date: _____

TENDER GUARANTEE No.: _____

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

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

a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or

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

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

a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

b) if the Tenderer is not the successful Tenderer, upon the earlier of
i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

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

_____

[signature(s)]

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

Form – 3

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

_____

Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA.

Ref: _____

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

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No._____ is full and final for all legal/contractual obligations (delete if not required).

(f) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

Place:

Name of the Applicant: _____

_____

Represented by (Name & capacity)

_____

_____

Form - 4

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

1. In consideration of the Board of New Mangalore Port Authority incorporated by the Major Port Authority Act, (hereinafter called "The Board") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for "Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA" vide Work Order No._____(hereinafter called 'the Contract') to M/s. "Name of the Contractor" (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

2. We, _____(Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____).

3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the

request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

Dated ---------- day of ----------2026

For

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

Form - 5

EXCEPTIONS AND DEVIATIONS

Bidder is requested to refer the relevant Tender conditions along with clause no. 31 under Section-I, for submission of bid without any deviation. Bidder shall certify that there is no deviation to the standard tender conditions and document.

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation
---------- Nil ----------			

I/We hereby certify that there is no deviation made in the standard tender document
Duly authorized to sign this authorization on behalf of: [insert complete name of Bidder]

Date on day of , [insert date of signing]

INTEGRITY PACT

General

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

WHEREAS the 'BUYER/EMPLOYER' has invited bids for "Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA" and the BIDDER is submitting his bid for the same and

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

NOW, THEREFORE,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the 'BUYER/ EMPLOYER'

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

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

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit,

including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in

the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

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

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

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

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

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

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith

interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

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

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

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

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

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

7. Fall Clause

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

8. Independent Monitors

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

Name and Address of the Monitor :

a. Dr. Subhash Chandra Khuntia, IAS (Retd) 16-C, MCHS Colony,
HSR Layout (Sector 6), Bangalore -560102
Mob No. 9868247979, E-mail ID : skhuntia@hotmail.com

b. Ms. Sunita Puri, IRS (Retd.) H No. 2095, Sector 15 C,
Chandigarh – 560102
Mob no. 9872099717, E-mail: sunita.puri12@gmail.com

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to

Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

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

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

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

12. Validity

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

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

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

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

BUYER/EMPLOYER	BIDDER
Name of the Officer and Designation	CHIEF EXECUTIVE OFFICER
Witness	Witness
1. _____	1._____
2. _____	2._____,

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

FORM - 7

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.300/- non Judicial Stamp Paper)

To
The (PORT Address)
Dear Sir, We
---------- do hereby confirm that Shri.....(Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no----------and his specimen signature is appended here to ..----------

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the Employer/Board shall be deemed to have been done with us in respect of this Tender.
[Specimen signature]

Yours faithfully,

Signature:
Name & Designation:
For & on behalf of:

FORM – 8

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

(On Bidders Letter head)

Bid Security Declaration Form

Date: **Tender No.**

To (insert complete name and address of the Employer/ Purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing 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) thirty 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 Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on day of (insert date of signing)

Corporate Seal

FORM – 9

EVIDENCE TOWARDS SITE VISIT

I, Shri authorized representative of M/s. (Authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on with NMPA representative, Shri (Designation) for the work of "Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA". and inspected the site and other issues related to tender to my satisfaction.

Name, Signature and Seal of the Bidder	Name, Designation and Signature of NMPA representative who assisted bidder during the visit	Name, Signature and Seal of Executive Engineer (Mechanical)

TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for "Hiring of 1 No. Harbour Mobile Cranes (HMC) of 100 MT or above capacity on Revenue sharing basis for a period of 10 years, extendable up to 02 years at NMPA", we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees of Rs._____/- in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have deposited the Earnest Money as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Security Deposit in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Authority .
7. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc. but excluding GST. GST shall be payable extra as applicable.
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest or any tender you may receive.

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

Signature:

Witness

Address:

JOINT BIDDING AGREEMENT (IN CASE OF CONSORTIUM)

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

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

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

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

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

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

We hereby nominate and authorize ---------- as our constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of this Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.
And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

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

SIGNED SEALED & DELEVERED
By with named----------
----------through its
duly constituted attorneys
---------- in the presence of

SIGNED SEALED & DELEVERED
By with named----------
----------through its
duly constituted attorneys
---------- in the presence of

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER

(IN CASE OF CONSORTIUM / JOINT VENTURE)

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

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

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

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

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

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

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

In Witness hereof we have signed this deed on this the_____day of _____

For and on behalf of ————————
For and on behalf of ————————

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm	
Firm's Name, Address and Telephone	
Name and Telephone No. of the Contact Person	
Fields of Expertise	
Nature of Experience (no. of years, expertise)	
2. Services that are proposed to be sub contracted:	
3. Person who will lead the Member* Name: Designation: Telephone No: Email:	
4. Details of Firm's previous experience	

Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3. 4. 5. 6.				

Form – 14 (A)

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)
To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of ..... KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of New Mangalore Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

   (a) fails or refuses to sign the Contract Agreement when required, or
   (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

Form – 14

(B) FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No.....)

(Name of the Contract)

To:
The Board of Authorities
New Mangalore Port Authority,
Panambur,
Mangalore - 575010.

Dear Sirs, Date.....

In consideration of the Board of New Mangalore Port Authority of the Port of NEW MANGALORE PORT AUTHORITY (hereinafter called " The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of New Mangalore Port Authority of the Port of [NEW MANGALORE PORT AUTHORITY], its successors and assigns) having awarded to M/s [Contractor's Name] .... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. ..... dated..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for ..... [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*) .....of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till.....[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to

enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed ……(*)……
ii) This Insurance Surety Bond shall be valid up to ……..(+)…….

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

Dated this .....day of ..... 20..... at.....

WITNESS

Signed for and on behalf of the Insurance Company

1. ..... (Signature) .....(Signature)

..... (Name).....(Name)

Notes:

1. (*) This sum shall be Five percent (5%) of the accepted tender value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

(@) This date will be sixty (60) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

(+) This date will be the date of issue of defect liability Certificate.

Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION VII

PROPOSED CHARGES FOR USE OF HARBOUR MOBILE CRANES INSTALLED BY THE PRIVATE OPERATORS:

Description/cargo	Dry Bulk Cargo (rate per tonne)	Break Bulk Cargo (rate per tonne)	Container 20 ft (rate per TEU)	Others (hourly rate)
100 tonne HMC(Foreign)	78.00	162.00	3359.00	44,380.00
100 tonne HMC(Coastal)	47.00	96.00	2015.00	26,628.00

Note :

1. The above rates are subject to change based on the notification issued by NMPA.
2. Further, it is to inform that, the final rates will be informed prior to bid opening.

SECTION VIII

(1) Cargo handling statistics at NMPA (from January,2021):
https://newmangaloreport.gov.in/statistics

(2) Available cargo handling infrastructure owned by Port and Berth occupancy are available in Administrative Report: https://newmangaloreport.gov.in/sites/default/files/2026-01/Administration%20Report.pdf