

**Udupi Power Corporation Limited
Le Parc Richmond, #51, 2nd Floor,
Richmond Road,
Bengaluru - 560 025**



**TENDER DOCUMENT
FOR SHORE HANDLING OF COAL
AT
NEW MANGALORE PORT (UPCL JETTY)**

OCTOBER 2014

Sl. No	TABLE OF CONTENTS	page Number
1.0	INTRODUCTION	1
2.0	SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR	1
3.0	OBLIGATIONS OF THE CONTRACTOR	3
4.0	OBLIGATIONS OF THE OWNER	4
5.0	SAFETY REQUIREMENT	5
6.0	TENURE	5
7.0	BID SUBMISSION AND QUALIFYING REQUIREMENTS	6
8.0	BID EVALUATION	7
9.0	NOTICES FOR HANDLING CARGO	7
10.0	SERVICE CHARGES	7
11.0	TERMS OF PAYMENT	7
12.0	PENALTY AND DEMURRAGES	8
13.0	SPECIAL CONDITIONS	9
14.0	GENERAL TERMS AND CONDITIONS	10
15.0	CONFIDENTIALITY	11
16.0	INDEMNITY	12
17.0	FORCE MAJEURE	13
18.0	ASSIGNMENT	12
19.0	ARBITRATION	13
20.0	JURISDICTION	13
21.0	ENTIRE CONTRACT	13
22.0	TERMINATION OF THE CONTRACT	13

ANNEXURE I, SCOPE OF RAILWAY TRACK MAINTENANCE WORK AT NMPT UPCL SIDING 14

ANNEXURE II, FINANCIAL BID

15

1.0 INTRODUCTION

- 1.1 Udupi Power Corporation Limited (UPCL) also referred as Owner has set up the 1200 MW (2 x 600 MW) capacity imported coal based Udupi Power Project at Yelluru Village in Udupi District, Karnataka State, India..
- 1.2 The Power Station is located in Udupi District of Karnataka in India, and is about 35 KM north of Mangalore city and 25 KM north of New Mangalore Port (about 30 km by rail). It is flanked by Konkan Railway Line on the west and State Highway on the south.
- 1.3 The imported coal for the power station operation would be unloaded at the New Mangalore Port and transported to the power station site by rail. The Power Station is 25 kms north of New Mangalore Port (hereafter referred as Discharge Port), which is a major all weather port in India. The port has 14 berths for handling general cargo, iron ore and oil. Berth no 15 is allocated by the New Mangalore Port Trust (NMPT) to UPCL on dedicated basis to handle coal for the Power Station. The entrance channel and the lagoon in the port is dredged to (-) 15.4 m and (-) 15.1 m below chart datum respectively and is capable of handling Panamax Vessels / Ships with draft 14 meters and ships in the range of 65,000 to 90,000 DWT. The annual coal requirement of UPCL is about 3.7 million tonnes ($\pm 10\%$) and about 50 ships ($\pm 10\%$) are expected to be received per annum.
- 1.4 UPCL has established complete shore handling facilities at the New Mangalore port including the jetty, movable coal unloaders for unloading the coal from ships, conveyors for conveying the coal to stockyard or to the wagon loading system, stacker and stacker reclaimer, rapid wagon loading system and all other ancillary facilities (herein after referred as "Specified Area").
- 1.5 owner now proposes to appoint a contractor at the discharge port for the shore handling of coal including unloading of coal from vessel, hatch cleaning, wharf cleaning and conveying coal either to the stockyard or to the wagon loading system, dozing and stacking the coal as described in this tender document and invites bids from qualified bidders as called for in this tender document.
- 1.6 The word "Contractor" used in this tender document refers to the successful bidder following the bidding process.

2.0 SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR:

- 2.1 The Contractor shall undertake complete Shore handling of coal at "Specified area" as per the scope of work detailed below:
- a. Unloading of coal from the Ship, clear the Ship by complete unloading, hatch & wharf cleaning, conveying to storage stock yard in NMPT area or / and to conveying to loading silo for onward loading to the railway wagons. Necessary labour and machinery for hatch cleaning and wharf cleaning shall be provided by the Contractor.
 - b. Stack the coal received from different sources separately as directed by Site in charge.
 - c. Transport the coal from the stockyard to the loading silo by conveyor system installed by Owner, for loading on to the wagons and clean up spilled coal, which may fall from wagons while filling from silo.
 - d. Shall complete the Rake loading including tarpaulin covering, (tarpaulin must be arranged by the contractor) so as to ensure that there is no fugitive dust emission from the wagons during the transportation of coal from NMPT to UPCL project and weighment, within the free time

allowed as per railway norms (At present 3 Hrs) and also accountable for any penalty charged by railway due to delay in loading.

- e. Ensure minimum unloading/discharge rate of 25000 tonnes of coal per day, by using the available mechanized shore handling system of Owner in the performance of the Contract by the Contractor. Lay time to the account of Contractor shall start counting immediately after handing over the Ship to Contractor for unloading.
- f. After the completion of the unloading/discharge of coal from the hatches, the remaining Coal in the hatches shall be recovered and cleaned to the satisfaction of the master of Ship. Contractor shall ensure that these activities are carried out within the time allowed to the Contractor or the lay time available under the Charter Party Agreement whichever is higher and no additional time shall be allowed for this job.
- g. Ensure that the coal is conveyed through the conveyor system of Owner from the unloading point/berth to the stacking point /rail wagon loading as the case may be without any spillage.
- h. Stevedoring agency and inspection agency shall be appointed by the Owner and the Contractor shall extend all necessary assistance/support to them and other Agency/Agencies to perform their obligations under their respective Contract with Owner.
- i. Shall fully follow the instructions of the Port Authorities and also follow totally all their requirements such as requirement of any license, safety rules etc.
- j. Shall be responsible to adhere to the environment standards stipulated by Karnataka State Pollution Control Board (KSPCB) and other statutory authorities in respect of housekeeping and entire operations for which necessary and adequate provisions viz. Dust Suppression System at the Shore Handling Facility already installed by the Owner. Non-compliance in this regard may result in termination of the Contract at the discretion of the Owner.
- k. Shall arrange for all normal consumables, viz. lube oil, gear box oil, grease and the like as may be required for the smooth operation of the equipment at his cost except for the initial fill which is made available by the Owner.
- l. Shall maintain the "Specified Area" in neat and clean condition to the satisfaction of the Owner and Port Authorities. All rubbish, wastage, debris generated is to be collected and dumped in the nearest pit/or designated place after completion of the job as directed by Owner's Engineer In charge. Housekeeping of the office, control room etc, drain cleaning, desilting of coal settling pond, Grass cutting and weed removal of Entire specified area as instructed by the Site in charge to keep area clean & to meet the Pollution control board standards
- m. Required Heavy equipments like Dozers, Loaders, Excavators etc, including fuel to operate them for spreading the coal to non reachable area (If reachable area of stock yard is full) of Stacker/ Reclaimer during vessel discharge and to push the same to the reachable area of Reclaimer during reclaiming, without affecting the Unloading/ reclaiming operation, is in the contractor 's scope.
- n. All the lubricants and consumables for the equipments are in Contractor scope and to be used as per the OEM specifications or must be accepted by the site engineer. Initial lubricant fill up is done by the Owner.

- o. Shall maintain UPCL siding Railway track in accordance with the railway norms as per the Annexure-1 and must keep a qualified supervisor for the monitoring purpose.
- p. Shall arrange for the transshipment of sick wagons (Removal of coal, cleaning the wagon and shifting the coal to the fit wagons provided by railway).
- q. Shall be responsible for optimum loading of wagons during rake loading without causing the over loading. Shall be accountable for all the charges arising due to over loading of the wagon/s. in this regard decision of the site in charge is final and binding.
- r. Shall be accountable for proper documentation of rake placement particulars, weighment process and slips.
- s. Shall arrange for removal of tarpaulins at unloading point without any delay and also accountable for any penalty charged by railway due to delay in unloading as a result of delay in tarpaulin removal.

2.2 The scope of work includes mobilization of required personnel to the "Specified Area", mobilization of materials, tools, tackles, normal consumables as above. These are to be arranged 15 days advance before commencement of the contract period. Scope of work referred above is not limited and includes such other works/services as may be required for the smooth functioning and other general jobs are also to be performed by the Contractor as instructed by the Supervising Engineers of Owner.

2.3 The Owner shall appoint a Stevedoring Contractor and a contractor for draft survey, coal sampling and analysis at the discharge port. The Contractor shall cooperate with the other Contractors to carry out their duties under their Contract with the Owner.

2.4 The Contractor shall promptly respond to any clarification or further information required by the Owner.

3.0 OBLIGATIONS OF THE CONTRACTOR

- a. Shall abide by all the statutory provisions of the applicable Laws with regard to the engagement of the workers/employees under this Contract.
- b. Ensure that all payments of Salaries/Wages, allowances and other benefits to its workers/employees are made or met in accordance with applicable laws and comply with all laws such as Minimum Wages Act, EPF, Payment of wages Act etc.,
- c. Ensure that disbursement of wages /salaries and other benefits to the workers/employees are made in the presence of authorized representative of Owner and a proof which shall have to be made available to the Owner along with the immediately following monthly invoice.
- d. Ensure deposit of Employers and Employees contribution towards Provident Fund, and other statutory dues against each Worker/employee with the respective unit of Statutory Agencies/Bodies/other Authorities as may required under law from time to time.
- e. Shall submit to the Owner copies of paid challans, duly tallied with wages and attendance register, in respect of workers/employees engaged under this Contract, for the previous month on or before the 15th of the succeeding month. In the absence of documentary evidence 25% of corresponding bill payment will be held back till submission of document

- f. Submission of proof of compliance under the labour laws shall be an essential pre-condition for the passing of bills. In case the Contractor does not give proof of payment within the stipulated time, the Owner shall effect the deductions on the basis of attendance and wages records, as per applicable statutory rates and make the remittance with the authorities concerned. In case the Contractor fails to submit even the attendance and wages records to the Owner within the stipulated period, the said deductions at applicable statutory rates shall be made on the whole amount falling due for payment.
- g. Shall be liable to satisfy all the queries made by any Statutory Authorities and to produce all relevant information/documents to their satisfaction.
- h. Shall produce all statutory registrations/certificates about its establishment including obtaining valid License under the Contract Labour as and when required by the Owner.
- i. Shall be solely responsible for any untoward happenings to his workers/employees at any point of time and the Owner shall not be held liable for the same. In the event of Owner becoming liable to compensate for any such happening pertaining to the workers/employees of the Contractor, the same shall be recovered from the dues payable to the Contractor.
- j. Shall not engage any Children for the Contract work. (as defined under the Child Labour Abolition Act)
- k. Shall obtain and maintain relevant insurance coverage for its workers/employees and otherwise as may be required with regard to rendering services herein.
- l. Shall ensure that all the activities carried on by it are in compliance to the clearances applicable to the Owner.
- m. Shall be responsible to adhere to the environmental standards as stipulated by KSPCB and other Statutory Authorities in respect of effluents, housekeeping, safety etc.
- n. Shall, along with the Owner, comply with the requirements of the standards like ISO 9001: 2008, ISO 14001: 2004 and OHSAS 18001:2007 and as amended from time to time. However the necessary documentation, training including periodical training and audits shall have to be done by the Owner. Copy of the Owner's IMS policy shall be provided to the contractor.
- o. Indemnify the Owner against any claim from any person, agency or authorities that may arise due to causes attributed to the contractor.
- p. The Contractor shall provide quality uniform to all its Workers/employees. The uniform should be unique to identify the workers/employees of the Contractor
- q. The Contractor shall identify qualified supervisors for effective supervision of the work under this Contract.
- r. Shall not engage any subcontractor without prior permission from the Owner.
- s. Shall not permit any person to board the ship without getting prior permission from Owner and must keep a record of onboard work force.

4.0 OBLIGATIONS OF THE OWNER

- a. Organize for berthing and handing over of the ship to Contractor. Necessary coordination as required along with stevedoring agency to be provided by the Contractor.

- b. Make available rail wagons including its placement to enable uninterrupted and proper loading and for this purposes coordinate with Railways. Loading operation shall be Co-ordinated by Contractor.
- c. Necessary co –ordination as required along with stevedoring agency to obtain necessary custom clearance/s and coordinate with Custom Authorities.
- d. Necessary co –ordination as required along with draft survey and coal sampling agency for Inspection and testing of the coal samples
- e. Provide power supply and water supply at one point for the use of Contractor office and equipment on chargeable basis.
- f. Arrange necessary Spare parts and Special equipment and tools for repairs and maintenance of the Owner assets.
- g. Shall provide adequate space required for putting up the stores within the precincts of the specified area for storing Contractors materials.
- h. Assistance in obtaining necessary gate passes or entry / exit permits to/from New Mangalore Port.
- i. Provision of all operation and instruction manuals
- j. All insurances as may be required excepting the insurance of personnel of Contractor.
- k. Ensure payment of the consideration as per this Contract.

5.0 SAFETY REQUIREMENT

- a. Contractor shall follow and comply with all Safety rules provided by the Owner, all relevant provisions of the applicable laws pertaining to safety of servicemen, workers/employees, plant and equipment, as may be prescribed from time to time, without any demur, protest, contest or reservation. Contractor at his cost shall provide basic safety appliances like dust masks, safety belt, safety shoes, helmet, hand gloves, safety goggles, Ear Plugs, Rain Gears, and Overalls to its workers/employees and ensure proper usage of the same.
- b. All the deployed workers/employees shall be provided with all necessary safety appliances specific to the Contract Services.
- c. Shall deploy Qualified safety supervisor on 24X7 basis and the Supervisor who is nominated by the Contractor shall be trained in first aid requirements.
- d. All the Personal Protective Equipment provided by Contractor shall be of standard make with ISI mark and shall contain their Logo embossed on it. The colour of the uniform to be provided by the Contractor is to be as per the decision of the Owner’s Mechanical /Electrical / C&I Maintenance Office.

6.0 TENURE:

- 6.1 The contract for shore handling of coal with selected contractor would be for a period of two years from 01.01.2015 to 31.12.2016. Owner reserves the right to terminate the contract during the contract period in case of any breach of the contract by the Contractor.

7.0 BID SUBMISSION AND QUALIFYING REQUIREMENTS

7.1 The Bidder shall submit the bid in two parts viz. Part I: Non-financial bid and part II :Financial bid in sealed cover in triplicate (one original +two copies).Part I shall also indicate the commercial terms and conditions of the bid and Part II shall be the price bid.

7.2 The non-financial and financial bids shall contain the following:

Part-A: Envelope I, Non-Financial bid comprising of:

- i) Covering letter for unconditional acceptance to the "Tender Document"
- ii) Letter of authorization issued by the Bidding Company in favour of the authorized person signing the Bid
- iii) DD drawn in favour of UPCL, Bangalore for non-refundable tender fee of Rs. 5,000/- (Rs. Five thousand only) in case the tender document is downloaded from the website.
- iv) DD drawn in favour of UPCL, Bangalore for Bid Security (EMD) of Rs. 40,00,000/- (Rs. Forty lakhs only)
- v) Documentary evidence in support of the Bidder's experience.

Part-II: Envelope II, Financial bid

The Bidder shall submit Financial Bid duly signed by the authorised person as per Annexure II

The Bids are to be submitted in a single closed cover envelope containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately; Envelope I (Non-Financial Bid) should be marked as "**Non Financial Bid for Shore Handling of Coal for UPCL Project**"and Envelope II should be marked as "**Financial Bid for Shore Handling of Coal for UPCL Project**".

The Bids shall reach Owner on or before 14.30 Hrs on Owner shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid submission date and Time shall be returned unopened.

Opening of Non Financial Bid: Onat 15.00 Hrs

Opening of Financial bids of technically qualified bidders: Will be communicated

7.3 Only bidders well experienced in similar work shall submit their offers. The bidder shall submit along with his bid his experience list in handling similar works. The Bidder shall clearly mention in his bid the quantity of coal handled by them in their previous experience. The bidder should have handled at least two (2) million tonnes of coal per annum in the preceding 3 financial years for any industrial utility. In support of aforesaid experience bidders shall furnish performance certificate from end users/PSUs..

7.4 The bid shall cover the complete scope of works as enumerated in this specification. If required bidder shall visit the facility to apprise himself of the complete scope of work expected under this contract. Bids not covering the complete scope of work are liable to be rejected.

7.5 Bid shall be submitted within the time period specified in the Notice Inviting Tender (NIT). Bids received after the due date and time will be rejected.

7.6 The bids shall be valid for a period of 60 days from the date of opening of the bid.

7.7 Firms giving their Bid shall possess valid License issued by New Mangalore Port Trust (NMPT). Copy of the valid License is to be submitted along with the bid. Firms holding valid License issued by any port in India can also participate subject to the condition that such firms would obtain License from NMPT

within 30 days of the date of order. An undertaking to this effect must be enclosed with tender document.

- 7.8 The bid shall be accompanied by an Earnest Money Deposit (EMD) of Rs.40 Lakhs (Forty Lakhs). The EMD of the successful bidder would be forfeited if the successful bidder refuses to accept the order from Owner. Otherwise the EMD of the successful bidder would be returned after submission of Contract Performance Guarantee .EMD would be returned to the unsuccessful bidder after acceptance of order from Owner by successful bidder and signing of contract thereon. No interest would be payable on EMD.

8.0 BID EVALUATION

- 8.1 Part I of the bid would be opened first on the scheduled bid opening date. The technical part would be reviewed and clarification as necessary would be sought from the bidders if required.
- 8.2 The price bids of only the technically responsive bidders would be opened on a specified date and the bidder would be selected after evaluation of the price bids.
- 8.3 The Owner will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily

9.0 NOTICES FOR HANDLING THE CARGO:

- 9.1 Owner shall communicate to the Contractor by informing details of the vessel bringing the cargo
- 9.2 Owner would provide three days advance notice to the Contractor before the date of arrival of the vessel, which will be in writing by fax or e-mail to enable the Contractor to take all steps for smooth handling of the vessel. For the removal of doubt, three days will mean to include three working days including Sundays and any other holidays. In exceptional cases, a shorter notice can be given by Owner but not less than 24 Hours.

10.0 PRICE AND SERVICE CHARGES

- 10.1 Bidder shall indicate the charges for the assignment as per the scope of work mentioned above. The prices shall be quoted in Rs per MT of coal handled. Percentage of Taxes and Duties (if any) and the Service Tax shall be indicated in Annexure II of the Financial Bid. The coal quantity to be handled per annum shall be considered as 3.7 Million tonnes \pm 10 %. Minimum guaranteed quantity for 12 months period will be 2.7 Million tonnes.
- 10.2 The price shall remain firm during the term of the contract.
- 10.3 The price quoted shall be inclusive of all taxes and other statutory levies (breakup of price quoted, applicable taxes etc., needs to be indicated separately). However, the invoice shall include the applicable service tax separately and the service registration number shall be clearly indicated in the invoice to enable payment by Owner. TDS will be deducted as per provision of Income tax Act.

11.0 TERMS OF PAYMENT

11.1 MOBILIZATION ADVANCE

- a. The Contractor shall be paid a mobilization advance of 10% of the estimated annual Contract value on submission of Bank Guarantee (BG) considering a coal quantity of 3.7 million tonnes. Bank guarantee to be submitted before the payment of advance.

- b. Validity period of the Bank Guarantee shall be one year with a claim period of one month from the end of the first year contract. In case the mobilisation advance recovery is not completed within one year, the validity of the Bank Guarantee shall be extended for further period as required. The Owner shall return the Bank Guarantee immediately thereafter.
- c. Mobilization advance paid to the Contractor shall be recovered in 10 instalments from the monthly payment invoices.

11.2 PAYMENTS AGAINST INVOICE

- a. Monthly payment shall be made against the Contractor's certified invoices for the actual quantity of coal handled during the month.. The actual quantity handled shall be arrived at based on ship outturn report (Quantity Survey Report at Discharge Port) and a copy of the same shall be made available to the Contractor immediately after the unloading operations.
- b. The Contractor shall submit a Performance Bank Guarantee equivalent to 10% of the Annual Contract Value considering a coal quantity of 3.7 MT valid until the end of one month from the end of the Contract period.
- c. The Contractor shall submit the monthly invoice to the Owner along with the copies of the proof of payments for compliances towards the Labour Laws.

The monthly Invoice with all the required attachments for a month has to be submitted before 7th day of the succeeding month

- d. The Owner shall pay to the Contractor within 60 days of the receipt of the invoice with full supporting documents, by way of RTGS to the designated bank account of the Contractor or through A/c Payee Cheque.
- e. Payment by the Owner to the Contractor shall be made only after verification and certification of the same from the Authorized person and after ensuring compliance with various Statutes subject to the overall time limit specified in 11.2 (d) above.
- f. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's monthly bills and certificate will be issued for the deducted amount.
- g. Deductions shall be made from the Contractor's bill towards any demurrages or damage claims attributable to Contractor as mentioned in the **Clause-12** and any other deduction applicable under this Contract including mobilization advance recovery shall be adjusted from the monthly invoice payments.

12.0 PENALTY AND DEMMURRAGES

- a. Demurrages for any delay in Rake loading and Tarpaulin covering beyond the free time allocated (as mentioned in clause 2 (d)) by the Railways, which is attributable to the contractor will be deducted actual.
- b. Demurrages for any delay in unloading the ship beyond the free time for the shipment (as mentioned in Clause 2(e)), which is attributable to the contractor will be deducted at actual.
- c. Any damages to the ship during unloading of coal due to the negligent operation of contractor will be recovered at actuals.

- d. If port authorities impose any penalties/dredging charges/cargo spillage charge etc., due to non-adherence to norms/guidelines/procedure of the port, the same shall be to the account of the contractor.

13.0 SPECIAL CONDITIONS

- a. Owner shall provide all spare parts required for repairs and replacement in respect of Owner assets. For any damage due to fault of Contractor, the cost at actual shall be recovered and Owner's Mechanical / Electrical / C&I Maintenance Office decision is final and binding on the Contractor. General tools for routine maintenance should be brought by the Contractor.
- b. Special tools if any supplied by the Owner shall be returned without any damage or defect subject to normal wear and tear. Contractor at his own cost shall replace/repair them for any defect or damage noticed when such special tools are returned. The decision of Owner's Mechanical / Electrical / C&I Maintenance Office in this regard shall be final and binding on the Contractor.
- c. Contractor shall be responsible for safe custody of all the consumables, spares, tools and tackles, special tools and other equipment brought by it or issued to it by the Owner. Contractor shall keep in safe custody all damaged and replaced materials or scrap generated during Service which shall be handed over to stores through Owner's Mechanical / Electrical / C&I Maintenance Office.
- d. Value of equipment/s or material/s issued free of cost by the Owner to the Contractor and remained unreturned when their return falls due shall be recovered from the Contractor at replacement value as determined by the Owner.
- e. Contractor shall deploy necessary manpower to maintain the required rate of progress and quality workmanship to the satisfaction of the Owner's Mechanical/ Electrical / C&I Maintenance office. This should include the qualified and trained personnel for Special Equipment like Unloader, Stacker and reclaimers etc.. Also the Contractor shall ensure availability of minimum one Hydraulic technician, one Belt vulcanizer and one heavy machinery mechanic apart from regular operation and maintenance staff. Contractor must also keep sufficient conveyor operators, helpers and technicians to ensure the smooth operation and maintenance.
- f. Services shall be carried out under strict and efficient supervision of the Contractor's supervisor, who shall be available on Site on all workdays in a month.
- g. Contractor shall receive a job card from the Owner's Mechanical/Electrical/C&I Maintenance Office or maintain a Service order book at a designated location at the Plant for the Owner's Engineer-in-charge to record instructions.
- h. Contractor shall submit service report to the Owner's Engineer-in-charge in two copies both to be certified by Owner's Mechanical/Electrical/C&I Maintenance office. One certified copy to be retained by the Contractor and the other to be handed over to the Owner's Mechanical/Electrical/C&I Maintenance Office.
- i. Contractor shall make their own arrangements to bring the spares, Lubricants and other materials, supplied by the owner from the main store at Main plant (UPCL Store at Yellur) to UPCL stores at NMPT, and also from nearby area, to the specified area and shall make arrangement for material gate entry at Port.

- j. Shall unload the coal safely without damaging any component of the ship and shall be accountable for any penalty arising due to the damage caused
- k. Shall be responsible for proper disposal of used oil, grease, lubricants and cotton waste in accordance with the pollution control board norms.
- l. Shall arrange the tarpaulin and cover the coal heaps as per the instructions of site in charge, to avoid coal sliding, moisture addition and ground pollution and also to meet the Pollution control board norms.
- m. Shall arrange tarpaulin and tie the save wall net during vessel discharge to avoid coal spillage in to the sea.
- n. Shall keep qualified engineers in shift to take care of operation and maintenance activities.
- o. Shall arrange cranes/ hydra required for maintenance activities.
- p. All the Electrical technicians & engineers must have approved electrical license certificate issued by CEIG authorities.
- q. Shall arrange necessary welding machines, cutting sets and other required tools and tackles.
- r. Shall arrange cleaning/Degreasing material including petrol/diesel for special Maintenance activities like Rope Re-socketing etc

14.0 GENERAL TERMS AND CONDITIONS

- a. The Contractor has to make his own transport, tea/coffee , food arrangement for his workers/employees.
- b. The Contractor shall comply with all statutory Central / State Government rules and regulations.
- c. Contractor shall provide all necessary stationary items for book-keeping.
- d. Owner's Officer-in-charge has got the right to reject any manpower provided by the Contractor if found unsuitable, and the Contractor shall arrange for suitable replacement as soon as possible.
- e. Karnataka State Entry Tax for all Contractor's equipment, consumable spares, tools or any other Contractor's material is the responsibility of the Contractor.
- f. Work shall be carried out on 24 hr basis on all days including Sundays and holidays.
- g. The Contractor shall, in every shift take guidelines and requirement of work from Owner's in charge and arrange for timely completion of the work as per the Contract.
- h. Adequate number of qualified and trained manpower shall be deployed for discharging its obligations under this Contract.

- i. All workers/employees should be deployed generally in 8 Hours shift .If overtime necessitated; the same should be restricted to maximum hours permissible under Labour laws. (Details of Shift roster for the month should be furnished to Owner in advance).
- j. The Contractor shall also ensure that no material is wasted while carrying out the services under this Contract. Any wastage of material, if found shall be recovered from Contractor.
- k. All related jobs for the above work order are to be carried out as per UPCL requirement.
- l. The Contractor shall take up the routine and other maintenance jobs as per the schedule given by the Owner's Engineer In charge.
- m. The contractor shall maintain a "Log Book" of routine maintenance works in which he shall take the assignment/remarks from the Owner's Engineer-in-charge or his representative every day.
- n. The Contractor shall maintain the records of all spares issued by Owner. The Owner will have right to inspect for the availability of all the above spares periodically.
- o. Proper tools are to be used during work (*for eg: avoid screw spanners and use star screw drivers at proper places to avoid damage of screw head*)
- p. The Contractor shall arrange accommodation for his employees at his own cost.
- q. All the works and any other works as per situation demand if any, shall be carried out under the guidance of Owner's Mechanical / Electrical / C&I Maintenance staff.
- r. Contractor shall ensure discipline of the servicemen employed by them. Necessary entry gate pass for the premises will be required for the Contractor's employees according to the rules and regulations in force at the time of Contract. Contractor shall do the necessary formalities required to obtain the necessary gate passes.
- s. All jobs are to be carried out only on obtaining a "**PERMIT TO WORK**" (PTW) from the Owner's Mechanical /Electrical/ C&I Maintenance Offices. Any delay in providing the PTW shall be to the account of the Owner and the Contractor shall not be liable for any delay in this regard.
- t. Contractor's Chief Manager / Supervisors should have a mobile phone for contacting him/them in case of any emergencies for attending to the required services.
- u. If any one of the persons employed by the Contractor is found to be disobedient or not following the instructions of the Owner's Engineer-in-charge, on intimation, the Contractor is required to replace the person/s immediately on giving notice.

15.0 CONFIDENTIALITY

Contractor understands that entering into Contract with Owner means that Contractor and or its workers/employee will possibly come into contact and/or learn about privileged information pertaining to Owner. Contractor agrees not to divulge any of this confidential information to any third party without the expressed written consent of the Owner. Failure to keep such information private could result in legal action on the part of Owner, and/or revocation of the terms of this Contract

16.0 INDEMNITY

- I. That the Contractor hereby shall undertake to indemnify and keep harmless forever, the Owner from and against all losses, claims, demands, actions, liabilities and expenses under any labor enactment in respect of the labor involved in the said Services, for the period of the Contract, which might arise during the subsistence of the Contract or at any future point of time. The above said indemnity would include compliance under the Minimum Wages Act, 1948, The Employees' State Insurance Act 1948, if applicable, The Employees Provident Fund and Miscellaneous Provisions Act, 1952 and any other extant Act or any other Act, which might become applicable or which might come into force during the tenure of the Contract.
- II. In case of any manner of action initiated by the Authorities implementing or enforcing labour laws against the Owner in respect of the workers/employees of the Contractor or any of its Sub-contractor/s, notwithstanding and without prejudice to the other civil remedies for damages available to the Owner, by virtue of the indemnity clause herein contained, the Owner shall, in addition, be entitled to implead the Contractor as a necessary party to the proceedings before such authority.
- III. That Owner shall be not liable for all or any damage to Contractor at "Specified Area" or injury to Contractor's workers/ employees or third party caused due to any act of omission or commission or negligence on the part of its employees/agents.

17.0 FORCE MAJEURE

If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or affected or delayed by reason of:

war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, riot, or disorder, expropriation, requisition, confiscation or nationalization; act of God; fire, frost, earthquake, storm, tsunami, flood, lightning, or to government taking over whether or not by formal requisition on national security grounds; epidemic, quarantine; External strikes or combination of workmen, lockouts or other labour disturbances; explosion, implosion, malicious damage, accidents by fire or otherwise to plants, storage facilities, installations, machinery, or to transportation or distribution facilities or equipment; or any other event, whether or not of the same class or kind of those above set out excluding those events which are directly or indirectly caused by the employees/workers/agents of the contractor. Hereinafter referred to as "**FORCE MAJEURE EVENT**" or "**EVENT**", neither party shall, by reason of such "**EVENT**", be enlisted to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such "**EVENT**" is given by either party to the other **within 7 (seven) days** from the date of occurrence of such "**EVENT**".

The Parties shall resume their performance under this Contract immediately after cessation of the subsistence of the EVENT. The period of this Contract shall also automatically extend corresponding to the period of subsistence of an "EVENT".

18.0 ASSIGNMENT

The contract once entered shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party shall assign any of the rights or obligations under this Agreement to any third party without the prior written consent of the other party.

19.0 ARBITRATION:

18.1 In case of any dispute or difference between the Parties the matter shall be decided by mutual negotiation & agreement. If any difference persists on a matter of law or interpretation of this document the matter shall be referred to Arbitration under the Arbitration and Conciliation Act 1996 or amendments thereto. The Contract shall be governed by, construed and interpreted in accordance with the laws in India. The venue of Arbitration shall be at Bengaluru, Karnataka State, India. The Arbitration shall be held in English language and the award of the Arbitration shall be final and binding to both the parties.

20.0 JURISDICTION

Courts at Bangalore will have the Jurisdiction to consider any dispute under this Contract

21.0 ENTIRE CONTRACT

Contract on execution shall become the entire agreement between the parties. Execution of this Contract shall supersede all prior correspondence, negotiations and agreements (whether written or oral) between the parties made prior to the date of entering the Contract.

22.0 TERMINATION OF THE CONTRACT

In case of a breach committed by a party, the other party shall have to give a notice to the party committing the breach notifying the said breach. The party committing the breach shall have to rectify the breach within 15 days or as mutually agreed, from the date of receipt of such notice. On rectification of the said breach a communication to that effect shall be sent to the other party. If the party committing the breach fails to rectify the breach within the stipulated period, the other party reserves the right to terminate the contract by giving 30 days notice.

Annexure -1

Scope of Railway track maintenance work at NMPT UPCL siding

- a) Carryout repairs and day to day maintenance of railway sidings, by deploying experienced supervisors and skilled manpower as per standards prescribed in the Indian railways manual latest edition or as per the standard laid down by railways authorities from time to time.
- b) Carryout services such as replacement of track material, permanent way fittings such as dog spike, key, bolts and nuts, cotter pins, rails, point and crossing switches, bearing plates, leading & following STR bars, fish plates etc.
- c) Carry out necessary replacement of all types of sleepers, bearing plates, tie bars etc.
- d) Arranging for proper cleaning of grass, shrubs and plants on both the sides of track (Minimum 2 Mtrs on both sides of the track) as per the direction of the Engineer concerned.
- e) Carrying of through or semi through packing of the railway track with UPCL supplied ballast.
- f) Recording and updating of DWPR on jobs carried out, material received, consumed etc.
- g) If any derailment takes place, damaged tracks should be restored (including Damaged sleeper replacement, damaged rail replacement and other allied jobs, necessary to bring track to fit condition) on emergency basis.
- h) Arranging to collect railway fitting materials & shift the same to the work post.
- i) Proper arrangement of required tools & tackles to carry out the maintenance jobs to be done.
- j) Sufficient arrangement to be made to carry out inspection of all points and crossings daily and oiling/greasing of the same.
- k) Opening the road, examination of rails, sleepers & fasteners, squaring of sleepers, slewing of track to correct alignment, gauging, packing of sleepers, and repacking of joint sleepers, clearing of water clogged.
- l) Level crossing check, rail cleaning should be carried out on regular basis.
- m) Drilling and rejoining/welding the track if any joint falls.
- n) Proper stacking of spare rails etc.
- o) Greasing and maintaining of LC gates.
- p) Clearing and shifting the spilled coal over the track to the specified area.
- q) Shall be responsible for obtaining necessary track fitness certificate from Railway authorities.

Annexure II, Financial Bid

Rate in Rs. Per MT for conducting scope of work as at clause 3.0 of tender document for Shore Handling services at New Mangalore Port (excluding taxes)	
Taxes & Duties (if any) Indicate the percentage	
Service Tax (Indicate the percentage)	

Authorised Signatory