



NEW MANGALORE PORT TRUST
Ministry of Shipping
Govt. Of India

TENDER DOCUMENT FOR
“SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR
TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST
FOR A PERIOD OF 2 YEARS”

SCHEDULE OF TENDER (SoT)

N.I.T. No.TM-01/2020-21

Date:16/02/2021

TITLE OF WORK: TENDER FOR “SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS”

1	TENDER NO. Tender ID	TM-01/2020-21 dated 16/02/2021 2021_NMPT_616818_1
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	Date of NIT available to parties to download	16 /02/2021 at 14.00 hrs
4	Start date for submission of online pre- bid queries	16 /02/2021 at 14.00 hrs
5	Last date for submission of online pre –bid queries	22/02/2021 at 15.00 hrs
6	Estimated Cost	Rs.70,40,000 /- (Rupees Seventy Lakh Forty Thousand Only) excluding ESI, PF and GST, for two year.
7	Earnest Money Deposit	Bid Security Declaration as per Annexure 1 or exemption certificate as per clause No 2.3.1(n) of ITB
8	Tender Fees	Rs.1120/- (Rupees One Thousand One Hundred and Twenty Only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.3.1(n) of ITB
9	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	23/02/2021 at 10.00 HRS
10	Date of closing of e-Tender for submission of Bid.	08/03/2021 at 15.00 HRS
11	Date & Time of opening of Technical Bid.	09/03/2021 at 16.00 HRS
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	2 years starting from the date as indicated in LOA/ work order.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

-Sd/-

Dy. Traffic Manager

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**SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS
ONLINE THROUGH E-PROCUREMENT PORTAL**

N.I.T. No. TM-01/2020-21

Date:16/02/2021

कार्य की शीर्ष : “नव मंगलूर पत्तन न्यास में दो वर्ष की अवधि हेतु यातायात नियंत्रण ज्यूटी के लिए पहरा व निगरानी हेतु संविदा सेवा”

TITLE OF WORK: “SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS”

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है
DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी। After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है।
The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or www.newmangalore-port.com पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। 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 the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or www.newmangalore-port.com. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should arrange for the Bid Security declaration and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए। The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा। There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरुद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा। It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को सरसरी तौर पर अस्वीकार कर दिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।
The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.
16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।
At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्रॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।
After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहित कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है।
Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी।
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. Organization will not be responsible for it.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा
The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें।
The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा।
Tender form Fee and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा।
The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।
The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. ईएमडी / एलडी / एसडी को जप्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।
In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

PART-II**सूचकांक /INDEX**

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नव मंगलूर पत्तन न्यास
यातायात विभाग

निविदा आमंत्रण सूचना

निविदा सं.या.प्र.-01/2020-21

दि 16/02/2021.

सीपीपी पोर्टल www.eprocure.gov.in के माध्यम से निविदा आईडी 2021_NMPT_616818_1 के द्वारा “नव मंगलूर पत्तन न्यास में दो वर्ष की अवधि हेतु यातायात नियंत्रण ड्यूटी के लिए पहरा व निगरानी हेतु संविदा सेवा” के लिए ई-निविदाएँ आमंत्रित की जाती हैं और डाउनलोड करने के लिए निविदा 16/02/ 2021से उपलब्ध है।

विवरण के लिए, कृपया वेगसाइट देखें :

<https://eprocure.gov.in/cppp/>

<http://www.newmangaloreport.gov.in>

(प्रमोद कुमार दाश)
उप यातायात प्रबंधक

NEW MANGALORE PORT TRUST

TRAFFIC DEPARTMENT

NOTICE INVITING TENDER

Tender No.TM-01/2020-21

Date:16/02/2021

e-Tenders are invited for “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS**” through CPP Portal www.eprocure.gov.in vide Tender ID.2021_NMPT_616818_1 and the Tender is available for download from 16/02/2021.

For details, Visit Website:

<https://eprocure.gov.in/cppp/>

<http://www.newmangaloreport.gov.in>

(Pramod Kumar Dash)
Dy. Traffic Manager

2.0 INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Traffic Manager on behalf of New Mangalore Port Trust from the reputed, bonafide, resourceful & experienced firms for the work of **“SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS”**

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) Bid Security Declaration – As per **Annexure 01** shall be uploaded along with the Technical Bid. Failure in submission of Bid Security declaration will render the Bidders disqualified, except in the case as per clause No 2.2.1 (n) below.
- b) TENDER FEE for Rs.1120/- (Rupees One Thousand One Hundred and Twenty Only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (n) below
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPT if any.
- e) Particulars of Bidder as per **Annexure –2.**
- f) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, **duly certified by Statutory Auditor** shall be submitted as per **Annexure3.**
- g) Tender Form as per **Annexure- 4.**
- h) Bank Details of the Bidder for E-Payment - **Annexure-9.**
- i) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- j) Copies of annual turn over, profit and loss statements, balance sheet and Auditor’s report for the last three years.
- k) Form of Declaration – **Annexure-7**
- l) Format for Power of Attorney: - **Annexure -8**

- m) Pre Contract Integrity Pact – **Annexure -10**
- n) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing notarized supporting certificates along with Technical Bid.
- o) Dispute review Board – **Annexure 11**
- p) Details of ongoing contracts at NMPT – **Annexure 12**
- q) Declaration of Local Content – **Annexure -13**
- r) Undertaking on indemnification –**Annexure 14**

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

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure 3 & 4.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

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

2.4.1 **FINANCIAL CRITERIA**

The Bidder should have an average Annual financial turnover of 21,12,000/- (Rupees Twenty One Lakh Twelve Thousand Only) for the last 3 financial years,2017-18, 2018-19 & 2019-20.

Note:- 1. Documentary evidence duly self attested viz – auditor’s certificates / balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

2. If the bidder is already having ongoing contracts in NMPT, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2020. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Eg: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPT of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure 12, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/-(Rupees Six lakhs only) }

2.4.2 **TECHNICAL CRITERIA**

2.4.2.1 The Bidder shall have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited should be either of the following:

Three similar completed works each costing not less than Rs.28.16 Lakhs excl ESI, PF & GST.

OR

Two similar completed works each costing not less than Rs.35.20 Lakhs excl ESI, PF & GST.

OR

One similar completed work costing not less than Rs.56.32 Lakhs excl ESI, PF & GST.

“Similar Works” means supply of security guards / Traffic warden for reputed govt/private organization.

2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2.1 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.3 The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full, duly signed and sealed by the statutory auditor with the UDIN number. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

2.4.2.4 Self attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Annexure 3. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 3, that particular

work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 5. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification. **Note:** The BOQ & scope of work supporting the LOA/work order/agreements should have Clients endorsement.

2.4.2.5 The works declared by the bidder in **Annexure 3** only shall be considered for technical qualification of the bidders. **Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**

2.4.2.6 The Bidder shall have valid GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid, failing which the Bid is liable for rejection.

2.4.2.7 **Eligibility of Bidders:** In order to establish the eligibility, the bidders will have to furnish the following documentary evidence:-

a. Qualification of the bidders:-

The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted,

b. The bidder should have valid license under the Private Security Agencies (Regulation) Act 2005.as amended from time to time. The bidder should have registered office in (Karnataka State) under private security/ agencies Regulation Act (PSARA) - 2005 as amended from time to time and have valid license to provide security services in Karnataka.

c. The bidder should have valid license under the Shops and Establishment Act.

d. The bidder should have experience of at least 02 years in providing security services/watch and Ward services at any reputed company or organization/Public Sector undertakings/Autonomous Bodies under Central/State Govt. Copy of satisfactory completion report from the concerned organization should be attached with the technical bid.

e. Tenderer should furnish the Completion Certificate, Performance Certificate from the principal employer/organization along with the copy of work order/letter of award.

f. Tenderer should have a license under Contract Labour (Regulation & Abolition) Act 1970 issued by the Regional Labour Commissioner/Labour Department, Govt. of India.

2.4.3 Even though the bidders who have submitted MSME certificate as per clause No 2.2.1(n), meet the qualifying criteria as per clause No 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Trust duly informing the MSME authorities if they have :

- 2.4.3.1 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Trust or financial failures etc.
- 2.4.3.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 2.4.4 **Note: LAST DATE FOR SUBMISSION OF TENDER**: NMPT may at its sole discretion reserves the right to extend the date for receipt of tender.
- 2.5 **RATES TO BE INCLUDED FOR ALL DEPLOYMENT EXPENSES**
- 2.5.1 The contractor may visit the Port Trust area before quoting. The Bidder should quote the rate by taking into consideration all expenses related to the work.
- 2.5.2 All expenses towards deployment of manpower, uniforms, tools and tackles, safety measures etc. shall be borne by the Bidder and the Bidder will be paid only a flat rate of charges per month as per the rate quoted in the price bid Format (PART III) excluding GST, ESI and EPF, which shall be paid on actual based on documentary evidence.
- 2.5.3 The GST, ESI & PF as applicable, will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.
- 2.5.4 GST will be paid on production of documentary proof of registration with the Central Excise Department only.
- 2.6 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**
- 2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.
- 2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.
- 2.7 **ONE BID PER BIDDER**
- 2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.7.2.1 Have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
- 2.7.2.2 Submit more than one Tender in this Tendering process.

- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 **BIDDER TO INFORM HIMSELF FULLY**

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 **BID SECURITY DECLARATION**

- 2.9.1 The Bidder is required to submit the Bid security declaration .The tender not accompanied with Bid security declaration shall be summarily rejected, except in the case as per clause No 2.2.1 (n).
- 2.9.2 In the event of forfeiting the Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.3 The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port trust duly informing the MSME authorities if applicable , if
 - 2.9.3.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.9.3.2 The successful Bidder fails within the specified time limit to
 - 2.9.3.2.1 Sign the Agreement AND / OR furnish the required Performance security.
 - 2.9.3.2.2 Fail to commence the work on the specified date as per LOA/Work order.
 - 2.9.3.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

- 2.9.3.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
- 2.9.3.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- 2.10 **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPT. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.
- 2.11 **AMENDMENTS:**
- 2.11.1 At any time, prior to the last date for submission of tenders, NMPT reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- 2.11.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.
- 2.12 **LANGUAGE OF TENDER :**
The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPT shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.
- 2.13 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**
No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in accordance with clause 2.9 of Tender Document.
- 2.14 **TENDERED CURRENCIES:**
Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.
- 2.15 **PRE BID QUERIES**
Pre-bid queries shall be uploaded online through CPPP portal on or before 23/02/2021 at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Trust's shall be uploaded on NMPT/PPP websites.

2.16 **TENDER OPENING AND EVALUATION:**

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

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.

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

2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 **OPENING OF PRICE BID:**

2.16.3.1 Tenders, which are found to be in conformity with NMPT's Tender requirement, shall be considered for opening of Price Bid.

2.16.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.

2.16.3.3 The Bidders has to quote the rate per month for the subject work in the price Bid format– PART III excluding GST, ESI & PF.

2.16.3.4 The evaluation shall be done on the basis of **lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.

2.16.3.5 Further, in order to promote the Make in India Initiative by the Government of India, Class I Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions) :-

2.16.3.5.1 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.

2.16.3.5.2 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier , will be invited to match the L1 price subject to Class –I local Supplier's quoted price falling within the margine of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

2.16.3.5.3 In case such Lowest eligible Class – I local supplier fails to match the L1 price ,the Class –I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L 1price , the contract may be warded to the L 1 bidder.

Note: The Class I local supplier/Class II Local Supplier shall submit the self attested copy of Annexure 13 compulsorily along with the Bid clearly indicating the percentage of local content (local staffs that the contractor shall be deploying , in case the contract is awarded to him) and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

2.16.3.6 The Bidder whose bid is accepted by the Port Trust, shall be duly informed in writing.

Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Trust as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Trust and the successful Bidder.

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

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

2.16.3.9 The Price Bid with any counter conditions will be summarily rejected.

2.17 **AWARD OF CONTRACT**

2.17.1 **Award Criteria**

The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No 2.4. The second bidder (L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

2.18 **EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL**

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPT does not bind them to accept the lowest offer.

2.19 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20

2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 5 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Trust and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.20 **PERFORMANCE SECURITY** for a sum equivalent of 03% of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall also be encasheable at Mangalore branch. The Bank Guarantee shall be kept valid for the total contract period of two years plus Three Months claim Period. Thereafter, the total of 03% of Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.9 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Three Months claim period.

- Note:-**
1. The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.
 2. The Contractor may submit the bank Guarantee for the entire amount of Performance Security. In such case, no deduction will be made towards Retention Money.

2.21 **CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

- 2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.21.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 **THE LAW, WHICH APPLIES TO THE CONTRACT**

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.23 **SETTLEMENT OF DISPUTES:**

2.23.1 **AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:**

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

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Traffic Managers unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board or an arbitral award. The Dispute Review Board(DR Board) will be constituted after award of Contract and execution of Agreement.

Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable statement thereof has been made.

2.23.2 **ARBITRATION:**

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

specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPT. There will be no objection if the arbitrator so appointed is an ex-employee of NMPT.

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

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

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

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

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

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

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. In case of any disputes or differences between the parties hereto, the court at Mangalore shall alone have jurisdiction to entertain the suit/arbitration award.

2.24 Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

(Pramod Kumar Dash)

Deputy Traffic Manager

3.0 GENERAL TERMS AND CONDITIONS:

3.1 DEFINITIONS

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

- 3.1.1 "Employer"** means Board of Trustees of New Mangalore Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Traffic Managers or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** 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.
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 "Approved" or "Approval"** shall mean approval in writing
- 3.1.10 "Month"** shall mean English Calendar Month.
- 3.1.11 "Traffic Managers representative/ATM(OP)/ Officer-in-charge (OIC)"** shall mean Traffic Manager, Sr.Dy.Traffic Manager, Dy.Traffic Manager, or any officer authorized by Traffic Manager or his sub ordinates upto Asst. Traffic Manager(Operation) for purpose of this contract.
- 3.1.12 "Local Content"** means the amount of value assed in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 3.1.13 “Class – I local supplier”** means a supplier or service provider , whose goods , services or works offered for procurement, has local content more than or equal to 50%.
- 3.1.14 “Class – II Local Supplier“** means a supplier or service provider, whose goods, services or works ordered for procurement, has local content more than 20% but less than 50%.
- 3.1.15 “ Non Local supplier “** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.16 “Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.17 “L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.18 Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.19 “Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 USE OF CONTRACT DOCUMENT:

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

3.3 PAYMENT TERMS:

- 3.3.1** Monthly payment along with applicable GST,ESI and PF will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the attendance register, receipt of ESI & EPF contributions made to the contract staffs, extract of wages payment Register, bank statement of the contractor for the month for which the contractor submits the bill, as documentary evidence. No advance payment shall be made. No claim for interest shall be entertained in respect of above mentioned monthly management fees, with respect to any delay in making the payment of monthly management fees to the contractor.
- 3.3.2** Any claim for interest will not be entertained by the NMPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPT in making payment. Further no interest will be paid on Retention money of Performance Security amount.

3.3.3 Paying Authority:

The Service Provider/Contractor should be submitted the monthly bill in triplicate with consolidated statement to the paying authority along with the bill. The payment of bills will be made on the submission of the following documents in set of 3 (1 original, 2 set Xerox copy) by the Service Provider/ Contractor.

- i) Invoice
- ii) Duty Roaster, Salary calculation sheet showing break up of PF, ESI, Taxes if any etc
- iii) Register of Payment of Wages, Wage slip in FORM XVII for guards and relievers
- iv) Register of Attendance and Muster Roll of preceding month for guards and relievers.
- v) Claim for statutory and other levies to be supported with requisite documents / proof of payment for EPF/ESIC/EDLI contribution with nominal roll of beneficiaries, payment challan copy etc. as applicable.
- vi) Proof of Payment of wages for guards and relievers (copy of the bank statement, Pass book copy as and when requested by this office).
- vii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code for guards and relievers (if these details are not incorporated in contract).
- viii) Any other document/certificate as required/requested by this office or that may be provided for in the contract.

(Note: From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

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

3.4 TAXES: The contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPT for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

3.5 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc.

3.6 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the OIC or his representative.

3.7 **PERSONNEL:** The contractor shall deploy the manning as per the duty roaster prepared by the contractor and a copy of the same shall be submitted to the OIC or his representative for authentication from time to time after confirming the same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the OIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the OIC in good condition after the completion of the Contract period.

3.8 **PAYMENT OF WAGES:**

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift, they shall be paid overtime as applicable at contractor expense and for 3 National & 5 Festival holidays (decided by port) they will be paid overtime allowance at double the proportionate hourly wages (Double OT i.e., Wages for paid holiday and Single Overtime allowance) for the duty performed on such days, as per applicable rules by the Port. The OT paid to the staff shall be borne by the contractor, No additional claim shall be made to the port in this regard.

The deployed staff will be paid wages on actual working day basis. The Second and Fourth Saturdays will be considered as working days on the basis of attendance and payment made accordingly.

3.8.1 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off).

3.8.2 The wages shall be paid on or before 7th day of every month through the Bank transfer to their respective bank accounts transfer only and no cash payment of salary will be accepted. Documentary evidence for the same needs to be furnished along with the bills.

3.8.3 Wages, OT etc paid shall be entered in personnel register

3.8.4 No advance payment to the contractor will be made.

3.8.5 **The minimum wages per day applicable as on 01.10.2020 as per Minimum Wages Act, 1948 are**

(a) Skilled Rs.707/-

Note : The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

- 3.8.6** Any shortage of manpower than the prescribed number, penalty as per clause No 4.20.1.3 of SCC shall be applicable and same shall be deducted from contractor's monthly bill.
- 3.9** The clause No 3.8.6 is applicable for weekly day of rest during which the contractor has to supply suitable reliever as per clause No.5.1.1 Scope of work.
- 3.10** **WELFARE MEASURES - EPF, ESI etc:**
- 3.10.1** All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
- 3.10.2** All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act,1948".
- 3.10.3** The EPF & ESI contribution of the employees and immediate employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor. The Contribution of the immediate Employer's for ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made.
- 3.10.4** The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt, whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPT.
- 3.11** The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable reliever should be provided by the Contractor failing which penalty as per clause No 4.20 of SCC is applicable.
- 3.12** The Contractor shall be accountable for all losses occurring during the contract period due to negligence by his staff.
- 3.13** Provision for chair/shelter if requires shall be made available by the contractor. Approval of OIC shall be obtained before providing any make shift arrangements for shelter.
- 3.14** The Employer (NMPT) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- 3.15** **TERMINATION OF THE CONTRACT**
- 3.15.1** In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPT (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPT to terminate this contract by giving not less than Ninety (90)days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPT shall

be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPT shall be entitled to:

3.15.1.1 forfeit the Performance Guarantee as it may consider fit;

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

3.15.2 If the extra expenditure incurred by NMPT on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPT under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPT, in consequence on such recoveries or termination of the contract, as stated above.

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

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

3.16 DEBARRING OF BUSINESS DEALINGS

3.16.1 In the event of premature termination of contract in terms of provisions of clause 3.15 above, NMPT shall also be entitled to **debar** the contractor for participation in future tenders of NMPT for a period of three (03) years duly intimating MSME if applicable.

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

3.17 POLICE VERIFICATION

3.17.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted for watch and ward guards including relievers prior to the commencement of the contract or within 45 days of commencement of contract valid for 1 year. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the

Bidder showing that the staff deployed has been verified by the local police for irregularities if any. The employees engaged by the contractor should be medically examined by qualified medical practitioner once every year and the medical certificate to be submitted to the OIC.

3.18 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the port for any accidents/incidents while carrying out the contract.
- d) The deployed staff should deal with the public/trailer, truck drivers in polite manner and should not indulge any kind of verbal or physical clash.

3.19 INSURANCE

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

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials / vehicles /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
 - c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses

whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

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

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.20 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPT is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Trust and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

- iii. The Contractor shall indemnify NMPT against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

3.21 PERSONAL PROTECTIVE EQUIPMENTS

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

3.22 CONDUCT

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

3.23 ACCIDENT

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

3.23.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

3.24 RECORD OF ATTENDANCE

The Contractor will obtain Biometric RFID cards for each of his/her employee, from the Marine Department. These RFID card details will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the Contractors.

3.25 IDENTITY CARD

NMPT will issue blank RFID card with Biometric verification system to each employee of the outsourced contract as per the applicable charges, purely for the purpose of attendance records. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

3.26 SUB-CONTRACTING

The Contractor shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

3.27 FORCE MAJEURE:

Notwithstanding anything in this agreement to the contrary neither the NMPT nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

(Pramod Kumar Dash)

Deputy Traffic Manager

4.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

4.1 PERIOD OF CONTRACT :

The contractor shall carry out Watch and Ward at various locations both inside and outside port boundary for a period of two (2) years from the date mentioned in the work order.

4.2 Addition & Alteration–

To take care of any change in the requirement during the period starting from issue of LOA/Work order till completion of the contract, NMPT reserves the right to increase or decrease the quantity of manpower to the extent of 10% of the deployed staff as per agreement without any change in the terms & conditions and prices quoted by the successful bidder.

The Wages for such additional altered work (manpower) under this clause shall be worked out in accordance with the Commercial bid.

4.3 **Precautions to be Taken:** It will be entirely the contractor's responsibility to provide personal protective equipment to his workers, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

4.4 **Fresh Water Supply, Electricity and Toilet facility:** Fresh water, Electricity (For charging mobiles and other minor purpose) and Toilet facility is available to the contractor at existing fresh water supply locations, electrical points and Toilet locations free of cost.

4.5 **Communication Facilities:** Ports EPABX Extension lines is available to the contractor for free of cost for official use only.

4.6 **Working in the Water Front Area:** The Contractor shall contact and coordinate his work with the other agencies working in the area. He shall abide by all Port regulations that may be enforced from time to time and coordinate his work in consultation with the Port and other user agencies at Oil Terminal. Any damage to the Port's structures/ equipment or to other works caused at the time of carrying out operations and maintenance activities by his staff shall be made good by the Contractor at his own cost to the complete satisfaction of the EIC immediately failing which the cost of such damages will be recovered from the contractor's monthly bill.

4.7 **Welfare Facilities:** The Contractor shall provide welfare measures to his workmen as applicable under the Welfare Act. Transportation of the deployed staffs under this contract to and fro site, if required shall be arranged by the contractor at his cost. However, necessary passes for the vehicles of the deployed staffs under this contract shall be provided as per the rules.

4.8 **Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. In case entry pass is required for the vehicle, the vehicle shall be fitted with spark arrestors.

- 4.9 Major Port Trust Act - 1963, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
- 4.10 No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPT rules.
- 4.11 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act etc. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPT will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the OIC immediately after commencement of the work.
- 4.12 The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Trust on this work, the Port Trust shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 4.13 On expiry of contract or in event of termination, the contractor shall ensure that employees deployed by him are withdrawn immediately. It shall be explicitly understood that none of the employees of the contractor will have any right against the NMPT during or after termination/expiry of this contract as it is the fundamental basis of the contractor only and not of the New Mangalore Port Trust.
- 4.14 If after submitting the tender, the successful tenderers withdraws his offer or modifies the same or if after acceptance of his tender, then successful tenderer fails or neglects to complete the necessary formalities or fails to implement the contract within time stipulated for them or do something in violation of any terms in this contract without prejudice to any other rights, the NMPT shall be entitled to forfeit the full amount of the earnest money deposited by the successful tenderer.
- 4.15 The right is reserved to revise or amend the tender document fully or in part before the deadline for submission and deviation/amendment if any shall be communicated in the form of corrigendum or by letter as may be considered suitable.
- 4.16 The Contractor shall indemnify the Port Trust for any claim made towards statutory default or any action due to non fulfillment of the statutory obligations towards E.P.F., ESI etc.
- 4.17 The Contractor shall take utmost care and precautions as regards fire accident while carrying out the work inside oil jetty area as this installation is located in the hazardous area.

- 4.18 The contractor shall engage the personnel as per the Manning roster during the contract period. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and necessary deductions (pro-rata basis on minimum wages) shall be made from the contractor's monthly bill.
- 4.19 If any personnel found in alcoholic/intoxicated condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the OIC or his representative.

4.20 **PENALTY:**

4.20.1 The Contractor will be penalized on following accounts;

- 4.20.1.1 In case of failure to deploy Manpower for duty as per clause No 5.3 of scope of work, the Contractor shall be penalized at a rate equal to the daily wages of the absent workmen. This will be in addition to the pro rata deduction from the monthly bill.
- 4.20.1.2 In case of theft / damage to NMPT assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall be penalized for twice the sum of amount as assessed by NMPT for said theft / damage.
- 4.20.1.3 Penalty will be imposed on the contractor for every occasion of default. The amount will be recovered from the monthly management fees. This will be in addition to any other action that Management may decide in the event of default in terms of the contract conditions. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Trust, in addition to any other action to be taken under the contract conditions. The description of poor services and corresponding penalty are as follows:

1	Refusal to perform the duty assigned	Rs. 2,000.00
2	Lending NMPT assets to any outsider	Rs. 5,000.00
3	Misbehaving of contractor's personnel	Rs. 1,000.00
4	Misuse of telephones and other facilities	Rs. 500.00
5	Unauthorized leaving the Duty point	Rs. 2,000.00
6	Delay in carrying out the assignment	Rs. 1,000.00
7	Damages caused to NMPT assets misappropriating the money entrusted to your personnel	Rs. 5,000.00
8	Intercepting the belongings of the occupants in their absence and pilfering or stealing goods etc.	Rs. 2,500.00
9	Disobeying the superior staff/OIC	Rs. 500.00
10	Any other issue/shortcomings other than the above reported by the NMPT representatives	Decided by NMPT considering the gravity of the issue.

Note: The personnel posted at wharf area, NMPT by the contractor if found committing any misappropriation/mistake should be replaced immediately on instructions of NMPT representative. The decision of the NMPT representative will be final with respect to the extent of penalties being levied.

- 4.21 Licensee's/Contractor's failure: If the licensee/Contractor fails to fulfill any of the terms and conditions or the contractor is unable to give satisfactory services, the NMPT shall have the right to immediate

- terminate the contract. The resultant extra expenditure, if any, incurred by the NMPT shall be made good by the contractor.
- 4.22 The staffs deployed for the service contract shall be as per the qualifications prescribed at clause No 5.3.1 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of OIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately remove the staff from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 3 days from the date of issuance of the second notice, penalty as per clause No 4.20.1.3 shall be imposed from the 4th day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 4.23 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Service Provider/contractor and no representation will be entertained in this regard by NMPT.
- 4.24 The person deployed by the Service Provider shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.
- 4.25 The Service Provider shall be contactable at all times and message sent by email/Fax/Special Messenger from the NMPT to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 4.26 The Service Provider shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
- 4.27 The Service Provider would be responsible for of the leave record of the personal engaged by the agency.
- 4.28 The Service provider will supply the list of Personnel to be deployed with full particulars such as age, qualification, address, etc. before the commencement of the Agreement.
- 4.29 The Service provider shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 4.30 In case NMPT in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NMPT and upon so being notified by NMPT, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NMPT.
- 4.31 It shall be the responsibility of the Service provider to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.
- 4.32 The Service provider shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

- 4.33 The Service provider agrees to indemnify NMPT against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- 4.34 The Service provider shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The NMPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc., of the contractor's employees performing duties under this contract.
- 4.35 The Service provider shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the NMPT shall not be a party to any dispute arising out of such deployment by the Service provider.
- 4.36 The manpower deployed by the Service provider under this contract shall be the employee of the Service provider and in no circumstance shall ever have any claim of employment with the New Mangalore Port Trust.
- 4.37 There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organisation or by any other reputed department. The firm shall provide undertaking to this effect.
- 4.38 The bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 4.39 Memorandum of understanding shall be provided in case the Bidder comprises of joint Venture/Consortium/Partnership.
- 4.40 Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorised signatories of all members of consortium/Joint venture/partnership firm.
- 4.41 **Uniform-**
The Manpower deployed by the Service Provider shall be indistinct/neat uniform with logo of the firm embossed and name of guard printed. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum. The color and texture of the cloth will be as per company standard or as desired by NMPT.
- 4.42 Registers and other Records to be maintained
The Registers and Records that will be maintained by service provider are as follows:
- (i) Register of persons Employed / deployed.
 - (ii) Service Certificate to be issued to every workmen on termination of employment for any reason.
 - (iii) Form of Register of Wages Cum Muster Roll.
 - (iv) Proof of Wages paid to each employee, in the form of copy of Bank account statement.
 - (v) An attendance register shall be maintained by the service provider for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in NMPT.
 - (vi) The Service provider shall maintain all statutory Registers under the applicable laws.

The Service Provider shall produce the same, on demand, to the concerned authority of NMPT or any other authority under law.

4.43 **Warning Clause-** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- (a) First Complaint - Verbal Warning.
- (b) Second & Third Complaint - Written Warning/Show Cause Notice.
- (c) Fourth & Fifth Complaint - Deduction of ¼ amount of the Monthly bill.
- (d) Sixth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.

4.44 **Duties and Responsibility of Man Power Service:-**

- (a) The personnel deployed shall work in 8 hours shift duty on all working days as per applicable rules (including 30 minutes lunch break).
- (b) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- (c) The service provider shall deploy a supervisor for control/supervision of the manpower deployed at various departments and readily available during working hours at NMPT premises to take instructions from Concerned HOD or OIC NMPT. No separate payment shall be made to supervisor the supervision charges deemed to be included in the service charges quoted by the bidder.

4.45 **Indemnity by service provider/contractor**

Service provider shall provide indemnity as under:-Service provider hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of service provider or any its personnel. Service provider hereby further agrees and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority where in the NMPT is compel to obey the order which arise due to breach of contract by service provider/contractor

4.46 **Penalty for use of Undue influence:** The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NMPT or otherwise in procuring the work Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Work Order or any other work order with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present work.

Order or any other work Order with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of

Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPT to cancel the work Order and all or any other work Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPT or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPT or to any other person in a position to influence any officer/employee of the NMPT for showing any favour in relation to this or any other Work Order, shall render the Bidder to such liability/ penalty as NMPT may deem proper, including but not limited to termination of the Work Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPT.

- 4.47 **Access to Books of Accounts:** In case it is found to the satisfaction of NMPT that the bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the bidder, on a specific request of NMPT, shall provide necessary information/ inspection of the relevant financial documents/information.
- 4.48 **Non-disclosure of Contract documents:** Except with the written consent of the NMPT/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 4.49 **Liquidated Damages:** In the event of the successful Bidders failure to submit the Bonds, Guarantees and Documents, amenities to guards like PPEs, safety materials, uniform, Mask, RFID cards, training, etc as specified in this contract, the NMPT may, at its discretion, withhold any payment until the completion of the contract. The NMPT may also deduct from the successful Bidders as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay including part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value of delayed services. The recovery of liquidate damage will be apart from other action which NMPT may take against the bidder as per contract.
- 4.50 **Integrity Pact**
Pre-contract Integrity Pact has been provided in Annexure 10. The said document shall be signed in all pages by the signatory of the bidder, who signs the bid and returned with techno-commercial bid. Offer of those bidders who do not attach the integrity pact duly signed shall be summarily rejected without any further reference to the bidder.
- 4.51 Contractor's staffs shall not claim any type of compensation/Absorption/Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor. Further, the contractor shall ensure that, the deployed staffs are not affiliated to any unions etc.

(Prmod Kumar Dash)

Deputy Traffic Manager

5.0 SCOPE OF WORK

SCOPE OF WORK

5.0 The scope of work “Service Contract For Watch And Ward Service For Traffic Control Duty At New Mangalore Port Trust For A Period Of 2 Year” effective from the date to be noted in the work order.

5.1 The details of the scope is as below.

5.1.1 Providing 11 Nos of Watch and Ward for Traffic Control duties at wharf area along with relievers as required for New Mangalore Port Trust, Panambur, Mangalore to Control systematic entry and exit of vehicles at all three gates and weigh bridge for congestion free environment and for smooth functioning of traffic in two shifts i.e Ist shift and IInd shift and General shift throughout the year (365 days) as required by the OIC.

Sl.No	Location	No of Guards required
1	US MALLYA GATE	3
2	KK GATE	3
3	SJ GATE	2
4	CONTAINER SCANNER ZONE (GEN SHIFT)	2
5	CONTAINER YARD AND BERTHS (GEN SHIFT)	1

Note: Ist Shift -- 06-00 am to 02-00 pm

IInd Shift -- 02-00 pm to 10-00 pm

Gen Shift -- 08-00 am to 05-00 pm

The contractor should ensure to maintain the aforesaid number of the staff by providing suitable relievers of same category for the guards on leave and weekly offs. The strength of the guards should be maintained at 11 Nos per day throughout the contract period failing which necessary deductions will be made from the contracts monthly bill. The locations mentioned above can be changed and the guards can be positioned at other locations both inside and outside the port area based upon the requirement of traffic control by the Traffic Manager or his representatives/ATM(OP) , OIC

5.2 Duties and Responsibility of Watch and Ward guards to control the Traffic movement at wharf area,

5.2.1 The Watch and Ward guards will be responsible for respective work place as assigned.

5.2.2 The Watch and Ward guards will ensure that all the instructions of the Traffic Department are strictly followed and there is no lapse of any kind.

5.2.3 The Watch and Ward guards directing vehicular traffic through entry /exist gate and ensure no vehicles are parked /idling in the vicinity of the gates i.e. both inside /outside area of the wharf.

5.2.4 Ensure vehicle following proper queue at all weigh bridges.

5.2.5 Ensure vehicle to be parked at the designated parking place.

5.2.6 Responsible for maintaining safety during movement on the road.

5.2.7 Take required steps to moderate the traffic density not to cause traffic congestion or jams at gate and weigh bridge etc. Contractors Responsibilities.

5.2.8 Guide motorists to maintain speed limit, wear helmets, follow port traffic rules.

5.2.9 Maintain safe and secure environment for customers by monitoring premises and personnel.

- 5.2.10 Control systematic entry and exit of vehicles at all three gates and weigh bridge for congestion free environment and for smooth functioning of traffic.
- 5.2.11 The Watch and Ward guards are required to display mature behavior and maintain good liaison with port staffs and cordial relationship with the drivers, agents personals, CISF, NMPT staff, visitors and other stake holders.
- 5.2.12 The Watch and Ward guards on duty shall not leave the work location until his reliever reports for duty in uniform.
- 5.2.13 The contractor will issue the following items like torch, whistle, batten, cap, gloves, Dust masks, Safety Helmet, Safety shoes, Raincoat, Uniform, Umbrella, Rain shoes, Identity Card, Chair etc. to the security guards employed.
- 5.2.14 Deployment of Watch and Ward guards will be as per the instructions of the Traffic Manager and subordinate Officer or ATM(Operation) of Traffic department, NMPT/concerned Authority and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- 5.2.15 Any other provisions as advised by the Traffic Manager, NMPT shall also be binding on the contractor.
- 5.2.16 Deployment of staff as per manning pattern in Clause No. 5.1.1above. Any failure in deployment of staff as per the Manning Pattern, penalty as per clause No 4.20.1.3 of Special Condition of contract shall be imposed.
- 5.2.17 Maintaining the Attendance Register for the staff in the prescribed format of NMPT which shall be periodically checked and verified by officer i/c. or his representative. The monthly attendance report of the deployed staff shall be submitted by the Contractor to Officer i/c every month along with the bill.

5.3 **Qualification of the Staffs to be deployed** :-The Contractor shall submit the profile of the personnel engaged by them for the contract at least two (2) days prior to the start of the Service contract as indicated in the work order/LOA. The qualification of the staffs deployed shall be as follows:-

5.3.1 Skilled Category

The contractor shall provide 11 No of staff and applicable relievers for watch and ward guards in various locations in NMPT should be of matriculation/ equivalent or higher and having experience of 1 year in the related work. The deployed staff should be physically fit to attend guard duty in outdoor environment. The deployed staff shall not be more than 50 years of age and should be proficient in the related work.

(Pramod Kumar Dash)

Deputy Traffic Manager

Bid Security Declaration Form

Tender No. TM-01/2020-21 dated 16.02.2021 , TENDER ID: 2021_NMPT_616818_1

To,

The Dy. Traffic Manager

NMPT, Panambur, Mangaluru.

Sub : E-tender for “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS**”

I/We. The undersigned, declare that:

I/We understand that, according to tender 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 NMPT for a period of three (3) year from the date of notification if I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. sign the Agreement AND / OR furnish the required Performance security.

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 (where appropriate)

PARTICULARS OF BIDDER:

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

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

Signature & seal of the Bidder

PRE-QUALIFICATION OF BIDDERS

PAYMENT RECEIPT DETAILS OF

**M/s _____ (firms name) CERTIFIED BY STATUTORY
AUDITOR**

Name of the Work : “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS**”

E- tender No : 2021_NMPT_616818_1

Details of payment received for the completed similar work (For similar work, please refer Clause No 2.4.2.1 of ITB) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST, ESI & PF) (vi)	Name and contact details of the client (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information **given** in this Annexure 3 is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory auditor :

Signature & Seal of the Statutory Auditor

UDIN No:

Ph No :

Email ID :

NOTE:

- a. The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full, duly signed and sealed by the statutory auditor with the UDIN number, failing which the bid shall be summarily rejected. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

- b. Self attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Annexure 3. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 3, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 3. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.
- c. The works declared by the bidder in **Annexure 3** only shall be considered for technical qualification of the bidders. **LOA/Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**
- d. Additional sheets may be used if necessary.

TENDER FORM

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

To,

The Traffic Manager
New Mangalore Port Trust,
Panambur, Mangalore – 575 010.

India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR”
2. we the undersigned, offer to execute the Service Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
3. 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 to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
4. 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.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We have submitted the Bid Security Declaration as per the instructions.
7. 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 Performance Security 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 Trust.
8. We agree that the payment shall be made direct to us by the Port Trust in Rupees.
9. We understand that you are not bound to accept the lowest 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:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF TRUSTEES, NEW MANGLORE PORT TRUST incorporated by Major Port Trust Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“FOR “SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR”** vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR**

the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as TM...../2021..... dated...../..../2021 and contains with.....pages in all.

Signed, sealed and delivered
by _____ for and on behalf of

(Contractor)
COMPANY SEAL

Witness: 1.
2.

TRAFFIC MANAGER
For and On behalf of the NMPT
(Board)

Witness 1.
2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Trustees of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (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 “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR**”. 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 ----- 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 Traffic Manager

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 forbear 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 ----/-----/2021.
11. The Bank Guarantee is encasheable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----2021

For

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

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

“SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR”.

Ref: _____

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) 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.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity) _____

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEAR**”. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

Bank Information for E-Payment

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

Signature and seal of the Bidder

PRE CONTRACT 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 Trustees of New Mangalore Port Trust acting through Shri _____, Traffic Manager, New Mangalore Port Trust (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 “**SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS**” 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 Trust.

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. Bid Security Declaration (BSD)

5.1 While submitting commercial bid, the BIDDER shall submit the Bid Security Declaration Format in lieu of EMD

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 Performance Security/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', along with interest.

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

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

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

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

- (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission
Name and Address of the Monitor :
Shri Prem Chand Pankaj, Ex-CMD, NEEPCO,
M 402, Pioneer Park,
Sector-61, Golf Course, Extn Road, Gurgaon.
Mobile No. -9717433886
Email: prempankaj@gmail.com
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 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 ____/____/2021

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

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

DISPUTES REVIEW BOARD AGREEMENT
(To be executed on Rs.100/- non-judicial Stamp Paper)

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

- (1)
- (2)
- (3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

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

The DR Board Members

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

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

11. Procedure for disputes referred to the DR Board :

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

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Traffic Manager or Traffic Manager's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Traffic Manager or Traffic Manager's Representative. The Recommendations shall be based on the

pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

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

[Note Delete if it is one member DR Board]

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

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

ANNEXURE -12

DETAILS OF ONGOING CONTRACTS AT NMPT WHICH WILL BE VALID BEYOND 28.02.2021

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

Sign & Seal of the Contractor

VERIFICATION OF LOCAL CONTENT
(Company Letter Head)

Tender No & Name of the work	Bidder shall enter , the % of Local staff he will be deploying incase the work is awarded to them (%)
TM-01/2020-21 dated 16/02/2021 SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS	

Sign & Seal of the Contractor

UNDERTAKING ON INDEMNIFICATION

(Company Letter Head)

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

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

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

We _____ (Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.

Further it is declared that this agency does not have any case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organization or by any other reputed department.

Sign and Seal of the Bidder/ Bidders Authorised representative

PRICE BID

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: Office of the Traffic Manager, Traffic Department, NMPT, Panambur, Mangalore, Karnataka-575010

Name of Work: "SERVICE CONTRACT FOR WATCH AND WARD SERVICE FOR TRAFFIC CONTROL DUTY AT NEW MANGALORE PORT TRUST FOR A PERIOD OF 2 YEARS".

Tender No: TM-01/2020-21 dtd.16/02/2021 (Tender ID :2021_NMPT_616818_1)

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #
Sl. No.	Item Description	Units	Rate per month in Rs. P
1	2	5	7
1	BOQ Particulars		
1.01	Rate per month for the Service contract for watch and ward service for providing 11 No Watch and Ward guards on all days with suitable relievers for traffic control duty at NMPT for a period of 2 years excluding ESI, PF and GST as per the terms and conditions of the tender and scope of work.	Monthly	
Quoted Rate in Words		INR Zero Only	

Note: 1) • The rates quoted above shall be exclusive of ESI, PF and GST.
 2) • Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to NMPT for reimbursement at actual.
 3) • GST shall be shown as a separate line item in the tax invoice.
 4) • The EPF & ESI contribution of the Employees and immediate Employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates by the Contractor. The contribution of the immediate Employer's for ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made. The documents related to the payment of EPF & ESI shall be enclosed with the Monthly Bills.

Contractor
Signature:
Stamp & Seal:

PART- IV

NMPT BANK DETAILS FOR REMITTING EMD AND TENDER FEES

Name of Payee: The FA & CAO, NMPT, Panambur, Mangalore.

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

PART-V
CHECK LIST

Tender No: TM-01/2020-21 dated 16/02/2021

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

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1	Bid Security Declaration and RTGS receipt of Cost of Tender or supporting document for exemption of EMD & Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure – 1 – Bid Security Declaration b) Annexure - 2 - Particulars of Bidder. c) Annexure – 3 – Payment receipt details certified by Statutory Auditor d) Annexure – 4 – Tender Form e) Annexure – 7 – Format of Declaration f) Annexure – 8 –Power of Attorney g) Annexure – 9 – Bank information for E-payment h) Annexure – 10 – Pre Contract Integrity Pact. i) Annexure – 11 - Dispute review Board agreement j) Annexure – 12 – Details of ongoing Contracts at NMPT k) Annexure – 13- Verification of Local Content l) Annexure – 14 – Undertaking on indemnification	-	
PRICE BID	PART-III - Price Schedule (Online Mode Only)			