

NEW MANGALORE PORT AUTHORITY**CIVIL ENGINEERING DEPARTMENT**

Pre-bid meeting held on 05.08.2022 at 15:00 Hrs. of the tender for “Appointment of an Event Management Agency (Soft part of work - Out door) for conducting various events at New Mangalore Port”

NIT No: CIVIL/CE(C)/ EE(C)/48/2022-23

TENDER ID : 2022_NMPT_703839 _1

REPLY TO PRE-BID QUERIES

Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMPA
1	Page no. 10, Clause no. 2.1.1		Quantity of the branding & signage The quantities mentioned in the tender is much lesser in this kind of the event It is suggested that the minimum quantity is 40000 – 50000 sq. ft.	Please refer corrigendum No. 2
2	-	-	Is the Event going to be televised on a TV Channel?	Yes

-sd-
(K. Shekar)
CE(C)i/c

-sd-
(Ramesh K)
CME i/c

-sd-
(KrishnaBapi R.G),
Secretary i/c

-sd-
(Vinyaka Rao)
FA&CAO

NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
CORRIGENDUM- 2

Tender for the work of “Appointment of an Event Management Agency (Soft part of work - Out door) for conducting various events at New Mangalore Port”

NIT No: CIVIL/Dy.CE(C)/EE(C)/ 48/2022-23

TENDER ID : 2022_NMPT_703839 _1

New Mangalore Port Authority by way of this **Corrigendum – 2** is making the following corrections to the tender document issued for the subject work.

SI No	Page No. Reference Clause	Amended clause / Attachment
1.	The Event Management Agency is required to broadly take up the following activities Page 10, Clause 1 to 10	The clause is replaced as follows : The Event Management Agency is required to broadly take up the following activities: Preparation and Execution of Complete Event with special emphasis on VVIP activities, keeping in mind the weather trends: 1. Invitation management including designing, printing & distribution of invitation cards. 2. Design, supply and management of any equipment and/or infrastructure required. All the equipments should be in excellent working condition with technical manpower support and qualified engineers.

-sd-
(K. Shekar)
CE(C)i/c

-sd-
(Ramesh K)
CME i/c

-sd-
(KrishnaBapi R.G),
Secretary i/c

-sd-
(Vinyaka Rao)
FA&CAO

		<ol style="list-style-type: none"> 3. Coordination and Implementation of all programme management, and any other event management issues, as may be necessary. 4. Supply, control and management of the temporary manpower required to discharge various event related works like transportation, floor management, Master of the Ceremony, ushers, hosts/hostesses, Engineers, Designers, Architects, Technical & Event Consultants, back-end support team with dedicated staff, security and all other staff/personnel , as may be required. 5. Protocol Management. 6. Transportation, installation & dismantling of materials. 7. Compliance with all requirements related to fire and emergency. 8. Compliance with all applicable environmental provisions. 9. All other ancillary infrastructural and logistics arrangements as may be required. 10. Coordination with agencies for successful conduct of the event, including obtaining requisite clearances, permissions, as may be necessary in coordination with NMPA. 11. Advertising/Publicity/Branding activities of various kinds. (These may involve activities related to Mnemonics, Vertical banners at offices, properties, jetties, etc.; Ads in newspapers; branding at the airport, in the Street Medians, etc.) 12. Short videos of each event for circulation through social media. 13. Live streaming/webcast/telecast of the event. 14. Photography & Videography coverage of the event, using drones wherever necessary
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-sd-
(K. Shekar)
CE(C)i/c

-sd-
(Ramesh K)
CME i/c

-sd-
(KrishnaBapi R.G),
Secretary i/c

-sd-
(Vinyaka Rao)
FA&CAO

		for outdoor locations. 15. Procurement of appropriate gifts for dignitaries and guests and other merchandise and general items involved in different events/activities, as per directions of NMPA.
2	PRE-QUALIFICATION CRITERIA: (MINIMUM ELIGIBILITY CRITERIA) Page No. 9 Clause No. 3 The average annual turnover of the bidder shall not be less than 30% of the quoted price in the tender for the past three financial years and IT returns for the same to be provided in the technical Tender document.	The clause is replaced as follows : The average annual turnover of the bidder shall not be less than 30% of the quoted price in the tender for the past five financial years (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 & FY 2021 - 22) Financial statement certified by Chartered Accountant to be submitted.
3	Page 10& 11 Clause 2.1.1 Branding & Signage	2.1.1 Branding & Signage <ul style="list-style-type: none"> • Venue Branding (When and where signage can be placed, examples of branding required include: Branding wall outside the periphery of venue barricading, runner boards, branding for podium etc.) • Signages (When and where signage can be placed, examples of signage required include: Entrances and exits, Parking, Toilets, First Aid post, Security information/Communication/Incident Control Centre) • 30 Hoardings of 8x12 ft and 20 Cutouts of 20 ft each in the City/Enroute/Major Intersections/Airport (When and where City/Enroute/Major Intersection Branding can be placed, examples: Billboards, Uni-poles, Pole Kiosks, Cutouts etc.)

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NEW MANGALORE PORT AUTHORITY
Government of India
(Ministry of Ports, Shipping and Waterways)

Invites Tenders
from prospective bidders
for Appointment of an
Event Management Agency
(Soft part of work Outdoor)

NEW MANGALORE PORT AUTHORITY
Government of India
(Ministry of Ports, Shipping and Waterways)
Panambur, Mangalore-575010,
D.K. District, Karnataka
Tel: 0824-2407493

Disclaimer

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of New Mangalore Port Authority ("**NMPA**" or "**Client**") or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an Agreement and is not an offer or invitation to any other party. The purpose of this NIT document is to provide the Bidders with information to assist the formulation of their Proposal/tender submission. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for NMPA and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Assignment than others. Each Bidder should conduct its own investigations, studies and analysis, and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice/information from appropriate sources.

NMPA at all times with regard to all the references in this NIT document or any other Addendum attached thereto shall mean New Mangalore Port Authority. NMPA and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

NMPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document at any stage.

This NIT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Assignment in accordance with NIT the information contained in the NIT shall not be divulged to any other party. The information contained in the NIT must be kept confidential.

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NOTICE INVITING TENDER

Digitally signed and uploaded, Online bids under Single Stage Two Cover system are invited by the NMPA on behalf of the Board of Trustees of the Port of New Mangalore, from experienced, resourceful firms with proven technical and financial capabilities as detailed in the Tender Notice for the following work:

Tender No. and Description of Work:	Earnest Money Deposit:	Bid Publishing Date: 01.08.2022
Tender No.: CIVIL/CE(C)/ EE(C)/48/2022-23 Tender ID :2022_NMPT_703839_1	Earnest Money Deposit: Rs. 5,00,000/- (Rupees five lakhs only)	Bid Submission End Date: (due date) 16.08.2022 Bid Opening Date: 17.08.2022
Appointment of an Event Management Agency for conducting various events at New Mangalore Port (Soft part of work Out door)		

Pre-bid Meeting:

Pre Bid Meeting for the subject work will be held offline on **05.08.2022** at 11:30 a.m. at the office of Chief Engineer (Civil), New Mangalore Port Authority, Panambur, Mangaluru (email: chiefengineer@nmpt.gov.in). Those who want to join online, the link for the same will be published subsequently at NMPA Portal.

Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website.

This website can also be accessed by clicking this tender link on NMPA Website. The downloading and submission of Tender Documents shall be carried out as mentioned at Instructions for Online Bid Submission in the Tender and instructions at e-Procurement website. No editing, addition/deletion of matter shall be permitted.

Addendum/ amendments/ errata if any etc. will be made available at the e-procurement website and tenderers are requested to check and download the same for submission. This website can also be accessed by clicking the link at NMPA Website.

The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions are given in the Tender Set to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal. More information useful for submitting online bids on the Procurement Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

The folder containing online Bid uploaded at <https://eprocure.gov.in> will be opened as per Bidding Schedule.

Bids of the tenderer will not be considered in case the EMD is not submitted in the form and manner described above.

Tenderers may please note that if the offers are not received according to the instructions detailed herein, the same may be liable for rejection. Any corrections and remarks shall be

either type written or must be in ink and duly authorized.

Under the public procurement policy with effect from 18.9.2015, bidders are eligible for availing benefits of exemption of cost of EMD. They are required to submit documentary proof of such registration along with the offer, for claiming the exemptions else their offer will not be considered valid.

The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or UdyogAadhar Memorandum or Udyam Registration Certificate or any other body specified by Ministry of MSME

The tenders shall remain valid for a period of 30 days from the opening of technical bid.

Bid:

All documents in accordance to Minimum Eligibility Criteria have to be submitted along with the Bid. A Technical Presentation is also required to be submitted and subsequently presented to the designated committee appointed by NMPA. The date and time of the same to be communicated to the selected bidder only.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided in the tender and no other format is acceptable. The bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid. Bidders are requested to quote their Price for the subject work in the Excel file (.xls) published along with this tender.

Tenderer is responsible to download Tender document and Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc., if any, issued by NMPA, from the website before submission of the Tender. Any shortfall in submission of the said Addendums/ Amendments / Errata/ Replies to the queries of the Party etc. along with the downloaded documents while submitting the Tender then such offer may not be considered.

The bids would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of bids electronically.

The tenderers are advised to offer their best possible rates. Bidders are requested to submit their most competitive prices while submitting the price bid.

Necessary addendum/corrigendum (if any) of the tender would be hosted in the e-procurement portal. All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPA. Hence, the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with procurement portal. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

All entries in the tender should be entered without any ambiguity.

The bid will be evaluated based on the filled-information by the tenderer.

The bidders must upload all the documents required as per the terms of the NIT, especially those regarding Pre-qualification criteria and the documents enlisted under bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The documents uploaded by bidder(s) will be scrutinised. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of the defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

A declaration is to be made by the bidder that the "Bidder has fully read and understood the entire Tender Document, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, Corrigendum and Addenda".

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

NMPA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

INSTRUCTIONS TO BIDDERS FOR SUBMITTING THE BIDS

The EMD payable by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

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

Contact Nos. 0824-2407493

Email id: chiefengineer@nmpt.gov.in

The details of the payment made should be entered in the appropriate places at the time of bidding and the receipt is to be uploaded along with the Bid.

The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or UdyogAadhar Memorandum or Udyam Registration Certificate or any other body specified by Ministry of MSME

The Bid:

All bidders must submit their Bid/offer through e-tendering process in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

The Bid shall contain the following, scanned copies of which are to be uploaded:

1. Format 1 – Statement of Legal capacity
2. Format 2 – Power of Attorney for signing/submission of tender
3. Format 3 – Complete Letter of proposal
4. Format 4 – Information/Profile of the Bidder along with document(s) mentioned
5. Format 5 – Financial Qualification of the Bidder
CA Certificate of Annual Financial turnover (i.e. 2019-20, 2020-21, 2021-22). The same should be audited as per relevant norms wherever required.

6. Format 6 – Previous Experience of the Bidder along with corroborative document(s) mentioned in the Format (Credentials like Work Orders/Contract Agreements, photographs and/or certifications to justify that the intending bidder satisfies the mentioned pre-qualification criteria).
 7. Format 7 – Key Personnel information. A list of technically qualified and skilled persons (at least two) who would be exclusively involved to supervise and execute/deliver the work/assignment under this Tender.
 8. Format 8 – CVs of key personnel.
 9. Copy of self-attested GST Registration Certificate.
 10. Copy of self-attested PAN Card
 11. Copy of NEFT / RTGS details regarding remittance of EMD valid NSIC/MSE certificate for others seeking exemption
 12. Format 9 - Concurrent Commitments of The Bidder - list of works/assignments which are in hand at the time of submitting the offer.
 13. Format 10 – Undertaking of the bidder (in its letter head) in lieu of submission of signed copies of the full Tender document, addenda & corrigendum.
 14. Format 11 – INDEMNITY BOND
 15. Format 12 – Events/Activities Plan/Proposal/Presentation of the bidder.
 16. Form – 13 - Integrity Pact
 17. Form – 14 - E- Payment Form
 18. Form – 15 - Bill of quantities.
- (All the documents as mentioned here-in-before shall have to be UPLOADED failing which the related offer will be liable to be cancelled.)

Dates of Concept presentation in respect of the Assignment (Duration 30 minutes) by the bidders, prima facie meeting the stipulated pre-qualification criteria will be informed to the bidders concerned. The presentation would broadly include / stress on issues on which it would be evaluated (Please refer the Evaluation Methodology Section for details).

Bidders shall be required to send competent and authorised representative (not exceeding two) on the Concept presentation date for giving the presentation. Soft copy of the presentation + 4 hard copies should also be provided to NMPA at the time of the presentation.

Commercial Bid – through e-tendering in accordance with the terms and conditions. No conditional price shall be given or deviations from the NIT conditions shall be given. Deviations from NIT conditions will not be entertained and the bid will be outright rejected.

In respect of celebrity performers, price information related to those performers other than the most expensive performer should be quoted in a separate sheet and scanned copy would be uploaded with the Commercial Bid.

Bidders are invited to submit their Tenders as per the procedure detailed out in this NIT.

The Tender should be signed by the authorized signatory of the bidder and accompanied by a Power of Attorney attested by a Public Notary. In case, the proprietor himself/herself signs the bid document, Power of Attorney will not be required to be submitted and instead, a self-declaration of the proprietor towards the same is required to be submitted.

The Bidder shall use the various formats appended with this document to submit the requisite information and the Proposal/Tender.

A Pre-bid meeting will be held on the date, time and venue referred in the NIT, wherein any query in relation to this NIT document/ Assignment shall be addressed. A maximum of two authorized representatives per bidder shall be allowed to participate on production of

Authority letter from the bidder. During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of NMPA.

NMPA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive

EARNEST MONEY:

Earnest Money Deposit (EMD)

The intending bidders should submit Earnest Money of Rs. 5,00,000/- (Rupees Five Lac only). The EMD payable by NEFT / RTGS in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.

2. Bank A/C No. 10205649448

3. IFSC Code: SBIN0002249

4. MICR Code: 575002011

Contact Nos. 0824-2407493

Email id: chiefengineer@nmpt.gov.in

The details of the payment made should be entered in the appropriate places at the time of bidding and the receipt is to be uploaded along with the Bid. Bids submitted without requisite Earnest Money are liable to be rejected

Forfeiture of EMD:

Earnest Money is liable to forfeiture if –

- it is found during scrutiny and/or evaluation or at any time before signing of the Agreement or commencement of the work, that the tenderer has made material misrepresentation or has given any materially incorrect or false information or has submitted forged documents
- the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof
- the tenderer unilaterally modifies its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof
- the selected tenderer fails to communicate to NMPA its letter of acceptance of the award or fails to sign the agreement within such timeframes as specified in this tender document, EMD will be forfeited.
- the tenderer indulges in fraud and corrupt practices as defined in this tender document.

Refund of EMD:

- The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders, without any interest, within 30 days from date of signing of the Contract Agreement with the Successful Bidder.
- The Earnest Money of the successful tenderer shall be refunded or released as the case may be (but without any interest thereon) only after the completion of the event.

Rejection of Bids Without EMD

Bids submitted without requisite Earnest Money are liable to be rejected except in case of Micro & Small Enterprises (MSEs) exempted from payment of EMD.

PRE-QUALIFICATION CRITERIA: (MINIMUM ELIGIBILITY CRITERIA)

1. The Event Management Agency/Bidder shall meet all the following criteria's so as to qualify for selection process: The bidder must have successfully executed at least **one similar event** of mega scale in the current or in the last **seven** years for Govt. of India or any State Govt. or any PSUs or any reputed industries/organizations **involving His Excellency, President of India, Vice President of India or the Prime Minister**. The relevant work orders and completion certificates in the name of the Agency with a minimum value of **60% of the quoted amount to be submitted in the Technical Bid**.
2. The bidder has to submit GST Registration Certificate & PAN.
3. The average annual turnover of the bidder shall not be less than 30% of the quoted price in the tender for the past three financial years and IT returns for the same to be provided in the technical Tender document.
4. The bidder should not have been blacklisted/banned by the Central/any State Government/ or any entity controlled by them i.e. Central or State govt., from participating in any project/assignment. If the bar subsists as on the date of opening of the bid the firm stands debarred from the tendering process. (Copy of undertaking signed by authorized signatory should be submitted). And;
5. No consortium/Joint Venture is allowed.

Bidding Process:

2 days prior to the pre-Bid meeting, the bidders should send in their queries over e-mail so that NMPA can study the queries for an appropriate response. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites after closing date of pre-bid meeting

Bidders must acquaint themselves with the facts/parameters/various site conditions in relation to this Assignment and take those into account in preparing and submitting their Tender. The costs of preparing and/or submitting the Tender and of negotiating the Contract, including visit to the site(s) & to the Client, are not reimbursable.

2. SPECIAL CONDITIONS OF CONTRACT

SCOPE OF THE ASSIGNMENT

NEW MANGALORE PORT AUTHORITY (NMPA), (henceforth referred to as "Client"), intends to select an Event Manager/Event Management Agency (henceforth referred to as "EMA") for " - "Appointment of an Event Management Agency (EMA) for planning, organising and conducting Events/Activities/Inauguration/Launches/Conferences in Mangaluru, Dakshina Kannada, Karnataka during the year 2022-23" (hereinafter called as "Assignment"). The activities/responsibilities of the selected Bidder would however commence from 3 days after acceptance of LoA.

The scope of the project will be as described in the Schedule of Quantities and rates (BOQ)

but not limited to it.

The bidders are requested to refer the table following this section for an idea of the detailed events/activities, contemplated during the event. On the basis of this, the bidders would be required to give their detailed Plan/Proposal of what they intend to do & provide cost for each particular activity as per proforma given in Format 12.

The Event Management Agency is required to broadly take up the following activities:

Preparation and Execution of Complete Event with special emphasis on VVIP activities, keeping in mind the weather trends:

1. To take possession of the venue, provide services as specified in section 02 and hand over the site after the event subsequent to removing all the erections/stages/pandals/banners, etc after cleaning the venue etc.
2. Coordination and Implementation of all production & stage management issues, venue management and venue decoration, light and sound facilities, programme management, and any other event management issues, as may be necessary.
3. Supply, control and management of the temporary manpower required to discharge various event related works like setup of stage, transportation, floor management, ushers, Engineers, Designers, Architects, Technical & Event Consultants, back-end support team with dedicated staff, security and all other staff/personnel , as may be required.
4. Arrangement of Seating for VIPs, Guests and others
5. Transportation, installation & dismantling of materials
6. Power Supply issues and Silent generators for uninterrupted power supply.
7. Safety and Security; Crowd Control; Compliance with all requirements related to fire and emergency.
8. Compliance with all applicable environmental provisions.
9. All other ancillary infrastructural and logistics arrangements incidental to the event, as may be required.
10. Coordination with agencies for successful conduct of the event, including obtaining requisite clearances, permissions, as may be necessary in coordination with NMPA.

2.1 ACTIVITIES CONTEMPLATED DURING THE EVENT

(with Remarks/Notes for facilitating understanding of the bidders)

Event Management Production and Setup Requirements:

The tentative BOQ is as listed below for consideration; however it may vary as per the actual requirements of the venue. The bidders are suggested to do the recce of the venue before submitting the techno-commercial proposal.

2.1.1 Branding & Signage

- Venue Branding (When and where signage can be placed, examples of branding required include: Branding wall outside the periphery of venue barricading, runner boards, branding for podium etc.)
- Signages (When and where signage can be placed, examples of signage required include: Entrances and exits, Parking, Toilets, First Aid post, Security

information/Communication/Incident Control Centre)

- 15 Hoardings of 8x12 ft and 4 Cutouts of 20 ft each in the City/Enroute/Major Intersections/Airport (When and where City/Enroute/Major Intersection Branding can be placed, examples: Billboards, Uni-poles, Pole Kiosks, Cutouts etc.)

2.1.2 Photography & Video Coverage

- Multiple Teams & Multi Camera Setup
- Still Photographers
- Videographers
- Drone Video Team

2.1.3 Security Command Center Equipment

- Security Cameras
- Security Screens Setup

2.1.4 Creative Work

- Advertisement
- Designing of Event collaterals (Invitation cards, backdrop/banner, panels, hoardings etc)
- Overall theme and conceptualization of the event
- Creatives and execution of the main event
- Creatives for posting on social media platforms
- One pager for the event
- Content and AVs (if required)

2.1.5 Live streaming, webcast, telecast and Media Setup

- Arranging live webcast and telecast of the event
- Social Media promotions on facebook, twitter, instagram accounts.
- Event Agency will coordinate all the activities and provide online feed to respective media centres
- Media Registration setup
- Broadcasting Setup
- Sound Setup
- Video Summary post event
- Pictorial Album post event
- All Data transfer to NMPA post event

2.1.6 VVIP and Local & Social Dignitaries Felicitation

- As planned by NMPA

Please Note: The Event Manager shall also have the option to place before the Client any new technology/ new concept/ new idea w.r.t the arrangements, infrastructure requirements etc. as part of the Concept Presentation. The Client reserves the right to approve / disapprove the same and no change in the above stated infrastructure requirements or event capacity shall be allowed without prior written approval of the Client.

SPECIAL CONDITIONS

- The bidder shall coordinate with security agencies and any changes by such agencies shall be carried out.
- The bidder shall take necessary precautions for safety of his/her personnel deployed at the work.

INSTRUCTIONS TO BIDDERS

Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.

The tender shall remain open for acceptance for a period of 30 days (Validity of the offer) from the date of opening of techno-commercial bid. The Client may request for an extension in the validity of the Proposal by upto 60 days or as the case may be. In case before expiry of this validity period or its extension thereof, if any, the Bidder amends his quoted rates or tender, making them unacceptable to NMPA and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of NMPA / sanctioning Authority.

All rates offered shall be in Indian Currency. The language used throughout shall be in English/Hindi.

The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addendum, Corrigendum, if there be any.

The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies or any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chairman, NMPA, thereon shall be final and binding upon all parties.

If the stipulations in the various documents forming the contract be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list:

- Work Order
- BOQ
- Special Conditions of Contract

The NMPA is not bound to accept the lowest bid or any tender and reserves the right to accept a tender in full or in part and/or reject a tender in full or in part without assigning any reason thereof. The NMPA is not bound to accept any proposal/bid; and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the Bidders.

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of the State of Karnataka.

Intending bidders must take into account any cost or expense incurred/to be incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

Bidders are advised to visit the site(s) of work/events/activities prior to submission of their bid. Bidder(s) shall get himself thoroughly familiarized with the site conditions, existing road and other infrastructural/logistics facilities etc. before submission of the e-tender. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

The offer/tender shall be treated as non-responsive, if it –

- is not accompanied by requisite earnest money
- does not meet the Qualification Criteria as stipulated in the Tender
- is a conditional offer or the bidder imposes own terms and conditions
- does not accept tender conditions completely
- is submitted with any deviation from the tender terms & conditions

In addition to above, a bidder may be disqualified if –

- The bidder provides misleading or false information in the statements and documents submitted.
- Record(s) of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non- performance of the contractor or inordinate delays in completion or financial bankruptcy etc. emerge(s).

The decision of New Mangalore Port Authority in respect of unresponsiveness of a bid and/or disqualification of a bid shall be final and binding on the Bidder.

In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to NMPA, the EMD may be forfeited and the order be cancelled apart from other actions.

Orders may be placed in full/part. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection, including forfeiture of EMD.

The successful Tenderer/Bidder will be notified regarding the acceptance of his tender. The successful “Tenderer/Bidder” then becomes the “Contractor/Event Manager” and shall forthwith take steps to execute the Contract Agreement, within 15 days of issue of Letter of Acceptance and fulfill all his obligations as required by the Contract or successful bidder may have to complete the work in lesser period in case of event is pre-poned

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy NMPA’s request for clarification of his documents or credibility. To assist in the examination and comparison of Tenders, NMPA may, at its discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of Price offer.

To facilitate evaluation, NMPA may, at its sole discretion, seek clarifications from any bidder regarding its offer. Such clarification(s) shall be provided within the time to be specified by the NMPA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought as at above within the prescribed time, its offer shall be liable to be rejected at the sole discretion of NMPA. In case the offer is not rejected, NMPA may proceed to evaluate the offer by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of NMPA.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

Within 3 (Three) days from the date of Letter of Award from NMPA, the contractor shall submit a Letter of Acceptance and a detailed chart to make sure events take place in timely manner.

The contractor shall maintain activities as per the approved programme, take corrective actions in case of any slippage by himself and/or as per directive(s) of the NMPA. The Event Manager represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted best of industry practices.

The Event Manager must provide professional and objective services and at all times hold NMPA's interest paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests. Services performed by the Event Manager which are determined by NMPA to be of less than professional quality shall, at the NMPA's option, be corrected by the Event Manager, at the Event Manager's expense.

The Contractor/Event Manager should be prepared for taking up works on Holidays and Sundays. The Contractor/Event Manager should be prepared to resort to round-the-clock working. The Contractor/Event Manager shall not be entitled to any additional payment for these.

On completion of an activity, the contractor/Event Manager shall reinstate and make good at his own expense any property or land or premises (site belonging to the port or non-port) which might have been disturbed and/or damaged by his works. He should also clean the site concerned and fully clear the site after completion of the activity.

The contractor/Event Manager will be required to dispose-off the debris from the site concerned, all at his own expenses by his own transport and labour, clean the site to the entire satisfaction of the designated authorities of NMPA, failing which suitable deduction will be made from final bill as per discretion of NMPA.

The successful contractor/Event Manager will have to comply with provisions of all applicable Acts that relate to execution of the works and services under this contract. It will be the duty of the contractor/Event Manager to abide by the provisions of the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works/services under this contract. The contractor/Event Manager will be fully responsible for any delay/damage etc. and keep NMPA, its associates, partners or its directors or its employees indemnified against all penalties and liabilities of any kind for non-compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

If a dispute of any kind whatsoever arises between NMPA and the Contractor/Event Manager in connection with or arising out of the contract or the execution of the works/activities, the same shall be dealt as per relevant provisions of the General Conditions of the Contract.

For works/activities inside the Docks, Dock permit required for men, materials, vehicles and equipment etc. are to be obtained free of cost by the contractor/Event Manager from NMPA following applicable processes and guidelines at the NMPA. In case the work/activity has to be carried out in an operational zone, the contractor/Event Manager should keep in mind that the work is to be executed without hampering the operational activities.

The contractor/Event Manager shall have to take proper measures against environmental pollution during execution of work/activity. The contractor/Event Manager shall abide by all the regulations and rules and directives of New Mangalore Port Authority and those that may be issued from time to time without any extra cost to the NMPA.

Compensation/penalty for any loss of property and/or life during preparations of the event and the event itself would be borne entirely by the Event Manager and NMPA shall not be held liable for any claims. The Event Manager shall be responsible for the payments arising

out of any Third Party claims. The Event Manager is advised to procure insurance for meeting such liabilities at his own expense.

Penalty for deficiency in Services: In case of minor deficiency in service (as decided by the NMPA), a written warning to the Event Manager will be issued and in case of major deficiency in service causing adverse effect on the Event, other penal action including deduction of payment may be initiated by the NMPA.

The decision regarding minor/major deficiency will be taken by the NMPA and shall be binding on the Event Manager.

Right of Use of Site: For sites under control of NMPA, NMPA shall hand over the sites of the event to the Event Manager, on mutually agreed date for their preparation and management. Likewise, the Event Manager shall be required to handover the site back to the NMPA within mutually agreed time frame, not crossing 2 (two) days from the completion of the event. In case of sites under control of external bodies, it will be the NMPA's sole responsibility to ensure right of use of the site, as per requirements of the event manager.

In case of damages caused at the NMPA sites due to fault of Event Manager, the NMPA has right to claim for compensation. In case of damages caused at the non-NMPA sites due to fault of Event Manager, the claims for compensation, if any, raised by the body controlling such sites, will have to be borne entirely by the Event Manager. The Event Manager shall not sub-license, transfer or assign the use of the site(s) to any person or entity without the prior consent of the NMPA.

Intellectual Property Rights: The selected Bidder shall not use any material with intellectual property right without prior permission. The Bidder shall have to take any and all permissions and clearance related to intellectual property used during the event. The NMPA shall not be held liable for any default.

All creatives, including but not limited only to logos, advertising materials, promotional materials, designs, audio-visuals, mastheads, banners, signature tunes, jingles, anthems, songs, films, blogs, etc. must be of high quality, consistent with the public image of the NMPA. Event Manager shall present to NMPA all creatives, for its approval, prior to final production and use. All creatives produced by the Event Manager shall be "work for hire" and the Event Manager shall obtain no rights there from. All rights would belong to the NMPA.

PAYMENT TERMS

Payment schedule

- 75% of the quoted lump sum contract price shall be released within 7 days from the successful completion of the event.
- Balance 25% will be released within 30 days from the successful completion from the event.
- Any additional expenses as approved by NMPA would also be released, within 7-10 days of the completion of the event.
- The Invoices shall be submitted inclusive of GST.

Taxes & Duties:

- The prices quoted shall be including all statutory levies excluding GST.
- The bills shall be submitted with break-up of bill and GST included therein.

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN.
- In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with New Mangalore Port Authority, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time New Mangalore Port Authority is sure that accurate tax amount is finally reflected in the GSTN to NMPA's account and is finally available to New Mangalore Port Authority in terms of GST laws and that the credit of GST so taken by New Mangalore Port Authority is not required to be reversed at a later date along with applicable interest.
- New Mangalore Port Authority has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to New Mangalore Port Authority for the fault of supplier shall be recovered by New Mangalore Port Authority by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable New Mangalore Port Authority to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.
- The purchase order/work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

FRAUD AND CORRUPT PRACTICES

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NMPA may reject an offer without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

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

“Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NMPA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMPA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NMPA in relation to any matter concerning the Project;

“Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

“Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the NMPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

The bidder shall execute Integrity Pact Agreement in the prescribed format as per Form 13

OBLIGATIONS OF NMPA:

The NMPA will approach Local Authorities for all clearances as shall be obtained by the NMPA. The agency shall be required to render assistance to Client on all statutory clearances as required for the assignment, from time to time.

NON-PERFORMANCE OF WORK DUE TO FORCE MAJEURE:

Force Majeure shall mean any unforeseen hinderance of any act of God, such as rain, fire, flood, earthquake or other natural calamity causing the cancellation of the event. In such a case, the Event Manager shall be paid only for the time actually spent planning the event. In case of any material and equipment’s cost, the same shall be paid on actual basis.

IN CASE OF TERMINATION BY CLIENT

Time is the essence of this event and in case of delay of any activity of this event Client reserves to terminate the contract and forfeit EMD, submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.

If the Client terminates this agreement 12 days before the event for reasons other than Force Majeure or reasons mentioned above, the Client shall refund the Performance Security to the Event Manager and the Client may reimburse the Event Manager for reasonable outstanding expenses. If the Client terminates this agreement for any reason within 3 day of the scheduled event, 75% (seventy five percent) of contract price shall be payable to the Event Manager.

IN CASE OF TERMINATION BY EVENT MANAGER

If the Event Manager terminates this agreement, then the Client shall forfeit the EMD deposited by the Event Manager. The Client shall also claim compensation for damages incurred due to termination of contract on actual basis.

Form-1

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
Chief Engineer
Administrative Office Building
2rd Floor, New Mangalore Port Authority
Panambur

Mangalore 575010

Dear Sir,

Sub: Appointment of an Event Management Agency for conducting various events at New Mangalore Port

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, Authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation Authorized signatory
For and on behalf of

Please strike out whichever is not applicable

Form-2

Power of Attorney

Know all men by these presence, I/ We, (Name of Firm and address of the registered office) do hereby constitute, nominate, authorized Mr / Ms.....son/daughter/wife and presently siding at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the project "Appointment of Project Management Advisory for Providing Consultancy Services to New Mangalore Port Authority" including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWIOF ATTORNEY ON THIS day of2022

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized
Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the authorized documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter

documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will have to be legalized / authorized by Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention are not required to be legalized/ authorized by the Indian Embassy if it carries a conforming Apostille certificate.

Form No. 3
Letter of Proposal
(On Applicant's letter head)
(Date and Reference) -----

Sub: Appointment of an Event Management Agency for conducting various events
at New Mangalore Port

Dear Sir,

With reference to your tender dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of an Event Management Agency for conducting various events at New Mangalore Port

The proposal is unconditional.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of Appointment of an Event Management Agency for conducting various events at New Mangalore Port.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants.

7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for 30 (ninety) days from the PDD specified in the RFP.
13. A Power of Attorney in favor authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 2.
14. In the event of my/our firm being selected, I/we agree to enter into an Agreement.
15. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation Authorized signatory)
Name and seal of the Applicant

Form-4
Information/Profile of the Bidder

1	Title of services:
2	Title of Project:
3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address:

	\Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of Authorized Signatory of the Applicant: Name: Designation: Company: Address Phone No.: Fax No. : E-mail address::
4	For the Applicant, state the following information: (i) In case of non-Indian company, does the company have business presence in India? Yes/No If so, provide the office address(es) in India. (ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.
5	(Signature, name and designation of the Authorized Signatory) For and on behalf of

Form-5
Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Revenue (Rs.)
1.		
2.		
3.		
<p>Certificate from the Statutory Auditor^s This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p>Date: _____ Name and seal of the audit firm: _____</p>		

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

Form-6
Eligible Assignments of Applicant

Name of Applicant:	
Name of the event:	
Event size particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and e-mail. of client's representative:	
Estimated capital cost of event (in Rs crore or US\$ million):	
Payment received by the Applicant as event manager (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief Description of the event	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 75 per US \$ for converting to Rupees.

Form-7
Particulars of Key/ other Personnel

Sl. No	Designation of Key/ other Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignment
					Name of Firm	Employed Since	
1	2	3	4	5	6	7	8
1							
2							
3							

Form -8

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked
 - a) Name of Project
 - b) Description of responsibilities

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
1. In the case of PPP Specialist, only those assignments shall be included where the PPP Specialist worked as the Team Leader or the leader of the Financial/PPP Team in the relevant assignment.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7 or Form-7A, as the case may be, of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

Form-9
Concurrent Commitments of The Bidder

Name of Applicant:	
Name of the event:	
Project size particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and e-mail address. of client's representative:	
Estimated capital cost of event (in Rs crore or US\$ million):	
Payment received by the Applicant as event manager (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief Description of the event	

Notes:

3. Use separate sheet for each Eligible Assignment.
4. Exchange rate should be taken as Rs. 75 per US \$ for converting to Rupees.

Form-10
Undertaking of the bidder

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

- i. I have read the tender document and agreed to the terms and conditions mentioned therein.
- ii. 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.
- iii. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- iv. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format
- v. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work
- vi. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority

shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules

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

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Form-11

INDEMNITY BOND

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

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

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

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

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

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

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

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of

work by his staff at site.

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Format 12
Events/Activities Plan/Proposal/Presentation of the bidder.

Form – 13

Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Board of Trustees of New Mangalore Port Authority acting through Shri. _____, Chief Engineer (Civil), New Mangalore Port 'rust (hereinafter called the 'AUTHORITY', 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 "APPLICANT" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the AUTHORITY has invited bids for the project of "Request for Proposal (RFP) for Appointment of Project Management Advisory for Providing Consultancy Services to New Mangalore Port Authority(hereinafter referred to as the "Work") and the "APPLICANT" is submitting its Bid for the Project, and

WHEREAS the APPLICANT is a Private Limited Company/ Public Limited Company/ Government undertaking/ registered partnership firm/ Joint Venture/ Consortium, constituted in accordance with the relevant law in the matter.

AUTHORITY NOW, THEREFORE,

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

Enabling APPLICANTS 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 AUTHORITY 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 AUTHORITY

- 1.1 The AUTHORITY undertakes that no official of the AUTHORITY, 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 APPLICANT, 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 AUTHORITY will, during the pre-contract stage, treat all APPLICANTS alike and will provide to all APPLICANTS the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.
- 1.3 All the officials of the CONCESSIONING AUTHORITY 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 APPLICANT to the AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the AUTHORITY necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AUTHORITY 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 AUTHORITY the proceedings under the contract would not be stalled.

Commitments of APPLICANTS

3. The APPLICANT 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 APPLICANT 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 AUTHORITY 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 APPLICANT 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 AUTHORITY 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* APPLICANTS shall disclose the name and address of agents and representatives and Indian APPLICANTS shall disclose their foreign principals or associates.
 - 3.4* APPLICANTS 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 APPLICANT further confirms and declares to the AUTHORITY that the APPLICANT has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the APPLICANT, 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 APPLICANT, either while presenting the bid or during pre-contract negotiations or before signing the contract/ Concession Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the AUTHORITY 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 APPLICANT 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 APPLICANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The APPLICANT shall not use impropriety for purposes of competition or personal gain, or pass on to others, any information provided by the AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The APPLICANT also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The APPLICANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11 The APPLICANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the APPLICANT or any employee of the APPLICANT or any person acting on

behalf of the APPLICANT, either directly or indirectly, is a relative of any of the officers of the AUTHORITY, or alternatively, if any relative of an officer of the AUTHORITY has financial interest/stake in the APPLICANT's firm, the same shall be disclosed by the APPLICANT 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 APPLICANT 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 AUTHORITY.

4. Previous Transgression

- 4.1 The APPLICANT 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 Applicant's exclusion from the tender process.

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

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) shall entitle the AUTHORITY to take all or any one of the following actions, wherever required: -

- a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.
- b. The Bid Security (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.
- d. To cancel all or any other Contracts with the APPLICANT. The APPLICANT shall, be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such cancellation/rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.
- e. To debar the APPLICANT from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.
- f. To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker with a view to securing the contract.
- g. Forfeiture of Performance Security in case of a decision by the AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1(a) to (g) of this Pact also on the Commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the

APPLICANT), 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 AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The APPLICANT 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 APPLICANT to 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 APPLICANT to the AUTHORITY, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The AUTHORITY has appointed the following Independent Monitors (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

**Sri Prem Chand Pankaj,
Ex-CMD, NEEPCO.
M 402, Pioneer Park,
Sector-61, Golf Course,
Extn. Road, Gurgaon
Mob: 9717433886
Email: prempankaj@gmail.com**

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have 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 AUTHORITY,
- 8.6 The APPLICANT(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the AUTHORITY including that provided by the APPLICANT. The APPLICANT 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 APPLICANT/Subcontractor(s) with confidentiality.
- 8.7 The AUTHORITY 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 AUTHORITY

within 8 to 10 weeks from the date of reference or intimation to him by the AUTHORITY / APPLICANT 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 AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the APPLICANT and the APPLICANT shall provide necessary information and documents in English and shall extend all possible help for thee of such examination.

10. Law and Place of Jurisdiction

This 'act is subject to Indian Law.' The place of performance and jurisdiction seat of the AUTHORITY.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the AUTHORITY and the APPLICANT, including warranty period, whichever is later. In case APPLICANT 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.

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

APPLICANT

CONCESSIONING AUTHORITY

Name of the Officer.

Chief Engineer (Civil)

Designation

Dept./MINISTRY/PSU

Witness

1. _____
2. _____

Witness

1. _____
2. _____,

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

FORM – 14
E- PAYMENT FORM

To

The FA&CAO,
New Mangalore Port Authority
Panambur- 575010.

Through Chief Engineer (Civil)

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl No	Particulars	
1	Name of the Event Management Agency (EMA)	
2	Address of the Event Management Agency	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which EMA operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Authorized representative of EMA)

Form 15
Bill of Quantities

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	BOQ Particulars					
1.01	Branding and signage, As per clause 2.1.1 of scope of work	1.00	LS			
1.02	Photography and video coverage, As per clause 2.1.2 of scope of work	1.00	LS			
1.03	Security and command center equipment, As per clause 2.1.3 of scope of work	1.00	LS			
1.04	Creative work, As per clause 2.1.4 of scope of work	1.00	LS			
1.05	Live streaming, webcast, telecast and media set up, As per clause 2.1.5 of scope of work	1.00	LS			
1.06	Felicitation Activity, As per clause 2.1.6 of scope of work	1.00	LS			
Total in Figures						
Quoted Rate in Words						

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

NIT No: CIVIL/CE(C)/EE(C)/48/2022-23

Date: 30-07-2022

Tender ID: **2022_NMPT_703839_1**

TENDER NOTICE

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from agencies in single cover bidding procedure for "Appointment of an Event Management Agency (Soft part of work - Out door) for conducting various events at New Mangalore Port"

Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five lakhs Only)
Document download start date and time	30-07-2022 at 11.00 HRS
Seek clarification start date and time	01-08-2022 at 11.00 HRS
Seek clarification end date and time	05-08-2022 at 15.00 HRS
Pre-bid Meeting	05-08-2022 at 15.00 HRS
Bid submission start date and time	08-08-2022 at 10.00 HRS
Bid submission closing date and time	16-08-2022 at 15.00 HRS
Date & time of opening Bids	17-08-2022 at 15.30 HRS
Completion period	15 Days
Validity of Tender	30 days from the closing date of online submission of e-tender.

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

-sd-

Chief Engineer (Civil)