



## NEW MANGALORE PORT AUTHORITY

### CIVIL ENGINEERING DEPARTMENT

**No. 18/1/B.9-Refurbish/CE(C)/2022**

Date: 06.09.2022

### **CORRIGENDUM NO.3**

#### **TO THE POTENTIAL BIDDERS**

Sub: Proposal for Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No. 9 and Obtaining Statutory Clearances from MoEF&CC, CRZ and KSPCB - Pre-Bid Meeting – Reg.

- Ref: 1) NIT No. CIVIL/CEC/EEC/38/2022-23 & e-Procure Tender Id.: 2022\_NMPT\_704340 \_1.
- 2) Corrigendum No. 1, dtd. 18.08.2022
- 3) Corrigendum No. 2, dtd. 29.08.2022

\*\*\*\*\*

Consequent upon the queries raised by bidders for the subject work, Port is pleased to clarify the queries of the Bidders. The clarifications to the bidders queries is issued as Corrigendum No.3.

The Corrigendum No.3 shall be duly signed and submitted along with the Cover- I of the bid.

**-sd-**

Executive Engineer (Civil)

**NEW MANGALORE PORT AUTHORITY**

**Appointment of Consultant for carrying out Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No. 9 and obtaining statutory clearances from MOEF & CC, CRZ and KSPCB**

**NIT NO.CIVIL/CEC/EEC/38/2022-23; E-Tender Event No 2022\_NMPT\_704340\_1**

**REPLY TO PRE BID QUERIES**

<b>Sl. No.</b>	<b>Ref. Clause</b>	<b>Bidders Queries</b>	<b>NMPT's Reply</b>
1.	Clause 5.4, Time Schedule, pg. 29 of the Tender Document	As per clause – Time schedule, we have to obtain clearances from statutory authorities is 14 months from the date of finalization of ToR from MoEF & CC. As per our understanding, we need to carryout Comprehensive EIA and hence monitoring will be for 12 months, after that we need to carryout public hearing. Hence, it is not possible to obtain Clearance within 14 months. Kindly amend the time line at least for 16 months.	In this regard, it is to clarify that if the Standing Environment Appraisal Committee (SEAC) of MoEF & CC while issuing ToR recommends for carrying out Rapid EIA studies, the need for extension of timelines does not arise.  However, if one year comprehensive study covering four quarters is recommended, then the timelines shall be extended suitably.
2.	Clause 5.3, Scope of Work, pg. 27-28 of the Tender Document	If any forest or wildlife clearance needs to be obtained is not in Consultant scope – Kindly clarify.	The study location does not fall under any forest or wildlife zones. Hence, forest or wildlife clearance may not be required for the project. In addition to the Scope of Work, the Consultant shall be responsible for compliance of the stipulations made by the EAC in the ToR.
3.	-	For any expansion project certified six monthly report from IRO needs to be submitted, which is not part of Consultant scope – Kindly clarify.	This is under the scope of the Consultant.
4.	Cl. 5.5, Terms of Payment, pg. 34 of the Tender	It is mentioned under Note that if the field studies are limited to only one quarter i.e, sl. No. 3 by the Environment Appraisal Committee, the stage payment towards field studies for 2nd,	Comprehensive field studies for one year duration covering 4 quarters has been envisaged in the Tender. Accordingly, stage payment for four quarters

Sl. No.	Ref. Clause	Bidders Queries	NMPT's Reply
	Document	<p>3rd &amp; 4th quarters proposed vide item No. 4 in the payment schedule would not be operative and Consultant shall not claim for the payment.</p> <p>How the stage payment vide item No. 4 (payment term 15%) will be paid to the Consultant. Will it be adjusted with other payment stages. If yes, then what will be the revised payment terms for this project.</p>	<p>@ 5% per each quarter is proposed. The first quarter has been kept separate under Sl. No. 3 and the remaining 3 quarters i.e, 2<sup>nd</sup>, 3<sup>rd</sup> &amp; 4<sup>th</sup> kept separately under Sl. No. 4.</p> <p>If the Standing Environment Appraisal Committee while issuing ToR, recommends a Rapid EIA study, covering only 1 quarter, the payment in r/o other 3 quarters proposed under Sl No. 4 shall become inoperative. This will not be adjusted with any other payment stages.</p>
5.	Cl. 2.2, Objective, pg. 12 of the Tender Document	<p>The other features of refurbishment of Berth No. 9 are as follows.</p> <p>Please clarify the activities proposed in the refurbishment</p>	<p>The objective of carrying out EIA study is to obtain Environmental Clearance to the proposed project of Refurbishment of Berth No. 9 for increasing the capacity of the berth from the present 45000 DWT to 1,50,000 DWT.</p> <p>The Detailed Project Report shall be shared to the successful bidder.</p>
6.	Clause 5.3, Scope of Work, pg. 30 of the Tender Document	<p>The following will be the detailed scope of work of the selected Consultant but not limited ...</p> <p>Does the proposed activity involve capital dredging?</p>	<p>Yes. The proposed project of Refurbishment of Berth No. 9 also involves Capital Dredging in front of the berth.</p>



## NEW MANGALORE PORT AUTHORITY

### CIVIL ENGINEERING DEPARTMENT

No. 18/1/B.9-Refurbish/CE(C)/2022

Dated.18.08.2022

### **CORRIGENDUM NO.1**

### **TO THE POTENTIAL BIDDERS**

Sub: Proposal for Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No. 9 and Obtaining Statutory Clearances from MoEF&CC, CRZ and KSPCB - Pre-Bid Meeting – Reg.

Ref: NIT No. CIVIL/CEC/EEC/38/2022-23 & e-Procure Tender Id.:  
2022\_NMPT\_704340 \_1.

\*\*\*\*\*

The link for the pre-bid meeting to be held on 18.08.2022 at 15:30Hrs in connection with the subject tenders is as follows:-

<https://teams.microsoft.com/l/meetup-join/19%3a8c2c9d5fd48b46b9bd2814c9c17d61b4%40thread.tacv2/1660796477942?context=%7b%22Tid%3a%22%3a%22c028e2ba-a147-42c4-ba78-0f5ba00fd382%22%2c%22Oid%3a%22f2129e39-4c84-4cfd-abb7-8d0ff1154524%22%7d>

Meeting ID: [454 246 695 26](#)

Passcode: UqRZVa

Sd/-  
Executive Engineer (Civil)



# New Mangalore Port Authority

Panambur, Mangalore – 575 010

CIVIL ENGINEERING DEPARTMENT

## TENDER DOCUMENT

NIT NO.CIVIL/CEC/EEC/38/2022-23

E-Tender Event No 2022\_NMPT\_704340\_1

### Tender for

**“Appointment of Consultant for carrying out Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No. 9 and obtaining statutory clearances from MOEF & CC, CRZ and KSPCB”**

THROUGH E-TENDERING MODE

E.M.D. : Rs. 59,000/-

Tender Fee : Rs. 1,120/- (Including [GST @ 12%](#))

## TABLE OF CONTENTS

Sl.No	CONTENTS	Page No.
	<b>Disclaimer</b>	
<b>1</b>	Notice Inviting Tender	1-4
<b>2</b>	<b>INTRODUCTION</b>	5
2.1	General Information	5
2.2	Objective	6
<b>3</b>	Special Instructions to the Bidders for submitting E-Tenders	8-14
<b>4</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
4.2	Commencement and completion of Assignment	15
4.3	Care and Diligence	15
4.4	Signing of Agreement	16
4.5	Taxes and Duties	16
4.6	Confidentiality	16
4.7	Suspension	16
4.8	Termination	17
4.9	Termination procedure	18
4.10	Force Majeure	18
4.11	Responsibility of Consultant/firm during the assignment	19
4.12	Facility/ies to be made available to Consultant/firm	19
4.13	Dispute between the Consultant/firm and New Mangalore Port	21
4.14	Performance Security	19
4.15	Terms of payment:	20
4.16	Completion Certificate	20
4.17	Obligation of the Consultant	20
4.18	Standard of performance	20
4.19	Conflict of Interests	21
4.20	Consultant not to be benefit from commissions discounts etc	21
4.21	Consultant and Affiliates not to Engage in Certain Activities	21
4.22	Prohibition of Conflicting Activities	22
4.23	Consultant's Personnel and Sub-Consultants	22
<b>5</b>	<b>TERMS OF REFERENCES</b>	
5.3	Scope of work	24
5.4	Time Schedule	26-27
5.5	Terms of Payment	27-28
	Appendix I- Financial Bid	29-30
	Appendix II- Performance Guarantee	31-32
	Appendix III- Form of Agreement	33-34
	Appendix IV –Integrity Pact	35-41
	Annexure-1 – Details of Eligible Assignments of the Applicant	44
	Annexure-2 – Details of Consent / Clearances Obtained by the Applicant	45
	Annexure-3 – Financial Capacity of the Applicant	46
	Annexure-4 - Particulars of Key Personnel	47
	Annexure-5 - Format For Furnishing Bank Information for E-Payment	48
	Annexure- 6 – Format for furnishing Power of Attorney	49-50
	Port Layout	51-52

## DISCLAIMER

The information contained in this Tender Document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender Document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender Document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.

The issue of this Tender Document does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

NEW MANGALORE PORT AUTHORITY  
PANAMBUR, MANGALORE -575010  
NIT NO.CIVIL/CEC/EEC/38/2022-23, date: 02.08.2022  
TENDER ID: 2022\_NMPT\_704340\_1

**1. NOTICE INVITING TENDER**

(Through E-Procurement only)

- 1.1 E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Consultancy Firms accredited by QCI / NABET fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No.9 and obtaining statutory clearances from MOEF & CC, CRZ and KSPCB".
- 1.2 Minimum Eligibility Criteria:  
Consulting Firms meeting the following minimum 'Eligibility Criteria', can submit the proposals:
- A. Should be accredited by Quality Council of India (QCI) or National Accreditation Board for Education & Training (NABET).
  - B. The applicant shall have experience of having successfully carrying out EIA studies for construction of berths / jetties and associated infrastructure development projects atleast 3 eligible assignments (completed assignments only) in the past 7 years (i.e, from April, 2015 upto the date of submission of this Bid). The details of the same shall be furnished as per the proforma provided vide Annexure – 1 of this document.
  - C. The applicant should have provided Consultancy services to any organization for atleast 3 eligible assignments (completed assignments only) over the past 7 years (i.e, from April, 2015 upto the date of submission of this Bid) for :-
    - (i) Obtaining Consent for Establishment (CFE) from any State Pollution Control Board in India;
    - OR
    - (ii) Obtaining Environmental / CRZ Clearance for any project from the Ministry of Environmental and Forest and Climate Change, Government of India.The details of the same shall be furnished as per the proforma provided vide Annexure – 2 of this document.
- 1.3 The average Financial Turnover of the Bidder during the last three financial years 2019-20, 2020-21 & 2021-22 shall not be less than Rs.20.00lakhs. The details of the same shall be furnished as per the proforma provided vide Annexure – 3 of this document.



- 1.4 All bidders are requested to submit supporting documents / Certificates substantiating their claim in for eligibility/qualification to participate in the price bidding. Pertinent information is given in the following table:

i)	Earnest Money Deposit (EMD)	Rs.59,000/- (Rs. Fifty nine thousand Only) EMD shall be paid by RTGS/NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid.
ii)	Cost of Tender (Tender fee) [non-refundable]	Rs. 1,120/- (Rupees One Thousand One Hundred Twenty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. Scanned copy should be uploaded along with bid.
iii)	Document download start date and time	02.08.2022 at 15.00 HRS
iv)	Seek clarification start date and time	08.08.2022 at 15:00 HRS
v)	Seek clarification end date and time	18.08.2022 at 15:30 HRS
vi)	Pre-Proposal Conference through VC	18.08.2022 at 15:30 HRS
vii)	Bid submission start date and time	22.08.2022 at 10.00 HRS
viii)	Bid submission closing date and time	29.08.2022 at 15.30 HRS
ix)	Date & time of opening of Cover - I : Technical Part - II : Financial	30.08.2022 at 15.30 HRS Shall be communicated separately.
x)	Completion period	14 months from the date of finalization of ToR from MoEF&CC
xi)	Validity of Tender	180 days from the date of closing of online submission of e-tender.

Tenderers shall have to pay the prescribed Earnest Money Deposit (EMD) of Rs.59,000/- (Rs. Fifty nine thousand Only) and cost of tender (Tender Fee) of Rs. 1120/- (Rupees One Thousand One Hundred Twenty Only) through E-payment in favour of F.A. & C.A.O., NMPA to the Bank Account details given below.

The benefit of Exemption of EMD and Tender Fee to all Micro and small Enterprises (MSE) will also be allowed. For this purpose, the bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udhog Aadhar Memorandum or any other body specified by Ministry of MSME in the appropriate category.

**NMPA Bank Details.**

1. Name of the Bank: State Bank of India, Panambur, Mangalore-575010.
  2. Bank A/C No. 10205649448
  3. IFSC Code: SBIN0002249
  4. MICR Code: 575002011
- Contact Nos. 0824-2887306 and 0824-2407149  
Email ids:  
[yogindra.s@nmpt.gov.in](mailto:yogindra.s@nmpt.gov.in); and  
[chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in)

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

-sd-

**Executive Engineer (Civil)**

## 2. INTRODUCTION

### 2.1 The General Information of New Mangalore Port

2.1.1 The Major Port of New Mangalore (NMP) is an all-weather port with an artificial lagoon type harbour located on the west coast of India 170 nautical miles south of Mormugao and 191 nautical miles north of Cochin Port at location 12°55'N; 74°48'E and is a gateway port for the State of Karnataka.

2.1.2 The port is approached through a 7.5 km long channel with water depths -15.4 m CD in the outer channel and -15.1 m CD in the inner channel. The Port has a total land area of approximately 822 ha. and water spread area of about 120 ha.

2.1.3 The Port has 3 dock basins.

- Eastern dock basin
- Western dock basin
- Oil dock basin

The eastern dock basin comprises 7 multipurpose berths and western dock with 2 berths. A deep draft multipurpose berth (Berth No. 14) exists between eastern and western dock area. The Oil dock basin comprises 5 jetties to handle liquid bulk and POL. There is an offshore Single Buoy Mooring for handling VLCCs. Presently, NMPA handles., POL (IOC/BPCL), Crude Oil (MRPL), LPG, Fertilizer, Wooden Logs, Edible Oil, Coal, Liquid Ammonia, Phosphoric Acid, Cement, Mechanical Cargos, Limestone, Containerised cargo, Iron Ore Pellets, Iron Ore Fines, Granite stones, etc.

2.1.4 Marine & Land Environment:

The Port is located on the alluvial plain, about 10km north of the mouth of the Gurupur and the Netravathi rivers. The old port of Mangalore, located on the confluence of these two rivers, is a roadstead port. This port is operational only during the fair weather season viz., 15<sup>th</sup> September to 15<sup>th</sup> May.

2.1.5 Climate

The climate of Mangalore has seasonal variation on account of the alternating SW and NE monsoon. The different seasons are characterized as under:

- The cool season (December to March), during which winds blow from NE and the weather is dry and little cold.
- The hot season (April to May). During this season, winds are

light and variable with sea breezes. Tropical cyclonic storms (cyclones) may cross the Arabian Sea during this season.

- During SW monsoon or rainy season (June to September), the wind over the sea is between SW and W, but mainly W to NW along the coast.
- The interim period (October and November) is marked by light winds with land and sea breezes. Occasional tropical cyclones occur in the Arabian Sea in this period.

#### 2.1.6 Temperature

In Mangalore, the air temperature is high throughout the year. The mean temperature in the hottest month, which generally occurs just before the onset of the SW monsoon, varies between 33°C to 37°C and lowest temperature recorded in a year has been 16.7°C.

#### 2.1.7 Humidity

Humidity is fairly high here at all times and seasons. There is a large variation as well from damp conditions in early mornings in the wet season to the drier conditions in the afternoon in the dry season. Daily variation is least during the SW monsoon. The maximum relative humidity observed during monsoon period is 92% (August). The minimum relative humidity during non monsoon period is 60% (December and January).

#### 2.1.8 Visibility

Sometimes mist develops on the coast after a calm and clear night, but it soon disperses after sunrise. In Mangalore, during the SW monsoon (from June to September) thick haze develops. The maximum number of foggy days in a year is only 3.

#### 2.1.9 Wind

The winds in the monsoon months (June, July and August) are predominantly from SW to W, with a maximum intensity of 20 to 61 kmph. The winds in the remaining months of the year are predominantly from NW with a maximum intensity of 20 to 61 kmph.

#### 2.1.10 Rainfall

The average annual rainfall is 3467mm. The rainfall is concentrated in the SW monsoon (June, July, August and September), during which period the precipitation is as much as 84% of the total annual rainfall. The rainfall is maximum in July (1102.7mm); February is the most dry month (with rainfall being about 2 mm).

The maximum rainfall recorded in a day (24 hour period) was 27 cm.

The average number of rainy days in a year is 123.

#### 2.1.11 Cyclones

While the average frequency of cyclonic storms in the Arabian Sea is about one per year, there have been years when two or three such storms have occurred. There have also been years without any such storms. The maximum wind speed so far recorded in a cyclonic storm generally does not exceed 62 kmph (16.9m/s.), except once during 1965 when the maximum speed recorded was 97 kmph (26.9m/s.).

#### 2.1.12 Wave Climate

The predominant direction of waves in the vicinity of New Mangalore Port during monsoon months (June, July and August) is West to South West, whereas the predominant direction during the fair months is North – West and North. High waves are experienced only during the monsoon month on site.

#### 2.1.13 Tide levels

The tides at Mangalore are semi-diurnal in nature, with tidal levels relative to the Chart Datum (CD) as follows:

Description	Abbreviation	Level (m)
Highest High Water Spring	HHWS	(+)1.68
Mean Highest High Water	MHHW	(+)1.48
Mean Lowest High Water	MLHW	(+)1.26
Mean Sea Level	MSL	(+)0.95
Mean Lowest Low Water	MLLW	(+)0.26
Lowest Low Water Spring	LLWS	(+)0.03

#### 2.1.14 Current

The current along the coast during the SW monsoon (from February to September) is generally towards the South (from 160° to 200°) with a strength of 0.22 to 0.80 knots. During the NE monsoon (from November to January), the current is generally towards the North (from 0° to 40° and 320° to 360° bearing) with a velocity of 0.22 to 0.60 knots.

In the port entrance channel protected by breakwater, the current direction lags 6° to 8° behind the coastal current. The current in the lagoon area further lags behind the approach channel on an average by 10° to 15°. The magnitude of the current outside the lagoon area during the monsoon as experienced by pilots is about 1 to 1.5 knots.

#### 2.1.15 Littoral Drift

The study carried out by CWPRS, Pune during 2002 has concluded as under:-

- Significant littoral drift occurs between 1 and 2m depth contours, which are at a distance of about 200 to 400m from shoreline.
- Seasonal drift distribution has indicated that during North-East monsoon, littoral drift is towards north, whereas during South – West monsoon and non-monsoon period, the drift is towards South.
- The northwards drift is comparatively less than the southward drift.
- The average littoral drift in the region is of the order of 0.58 lakh cubic meter towards south during southwest monsoon and non-monsoon period and 0.08 lakhs cubic meter towards north in North – East monsoon. The average net littoral drift is 0.5 lakh cubic meter per year towards South.
- The mathematical model studies for shoreline stability have indicated that the effect of breakwater is felt upto a distance of about 2.5 km on either side of the breakwaters. The examination of remote sensing imageries confirms these observations.

#### 2.1.16 Soil Characteristics

The details soil borings carried out in the Oil Dock Arm (near Berth No.13) indicate that hard rock is at about -23.5 m to -25 m. Top layers consisted of coarse sand / fine sand.

#### 2.1.17 Existing Port Facilities:

NMP is spread over 820 Ha of land area and water area of about 120 Ha.

#### 2.1.18 Berths and Jetties

The port has total of 16 berths. In addition, MRPL has constructed one SPM within the Port's limits at -22 m contour at a distance of about 17 Km from the shoreline and laid underwater crude oil pipelines.

The details of Berths are presented in the following table.

**Berth Particulars**

Name of Berth	Type of Berth	Draught (In Mtrs)	Quay Length (Mtrs.)	DWT (In MT)
B No.1	General Cargo	7.0	125	4000

B No.2	General Cargo	10.50	198	30000
B No.3	General Cargo	10.30	198	30000
B No.4	General Cargo/ Liquid Ammonia / Phosphoric Acid	9.50	198	30000
B No.5	General Cargo / Bulk Cement/ Edible Oil	9.50	198	30000
B No.6	General Cargo/ Bulk cargo	9.50	198	30000
B No.7	General Cargo/ Bulk cargo	9.50	198	30000
B No.14	Coal/ Bulk cargo Mechanized for handling containers on PPP mode (JSW MCTPL)	14.00	350	90000
B No.15	Coal (UPCL)	14 .00	350	90000
B No.16	Coal (M/s. CMCTPL)	14 .00	350	90000
B No. 9	LPG	10.50	330	45000
B No.10	Crude / POL product	14.00	320	85000
B No.11	Crude / POL product	14.00	320	85000
B No.12	POL product/ LPG/ Chemicals	12.50	320	50000
B No.13	POL product	14.00	350	85000
B No. 8	Coal/Iron Ore (KIOCL)	12.50	300	60000
SPM	Crude oil	21.00	-	300000

2.1.19 The Traffic handled by the Port during past 8 (eight) years is presented in the following table:-

Sl. No.	Year	Total Traffic handled in NMPA (in MTPA)
1	2014-15	36.57
2	2015-16	35.58
3	2016-17	39.95
4	2017-18	42.05
5	2018-19	42.51
6	2019-20	39.14
7	2020-21	36.50
8	2022-23	39.30

## 2.2 Objective:

NMPA intends to refurbish Berth No.9 (Old Oil Jetty) for handling 1,50,000 DWT tanker vessels drawing a draught of 18m requiring a dredging depth of (-) 19.8m CD in front of the berth. The structure is

designed to handle a 150000 DWT tanker vessel. The dredging pocket located in front of the berth is 315 m in length, 69 m in width, and has a dredging level of (-) 19.8 m.

The other features of refurbishment of Berth No. 9 are as follows:-

- Two Breasting Dolphins, six Mooring Dolphins, a Service Platform with a berthing facility, and an Approach Trestle for roadways and pipelines to connect the land side from jetty structures and connecting walkways (Cat Walk structures) between the dolphins and the service platform.
- Breasting dolphins shall have provisions for fire monitor towers.
- The service platform is planned to accommodate nine unloading arms, firefighting buildings, control panel and monitor tower etc.
- The deck system of the approach trestle will be 15m wide, with the delivery of marine loading/unloading arm pipelines and water/firefighting pipelines of 7.5m in width and 7.5m for carriageways. The overall length of the berthing facility in the berthing area is 349.2m.
- The proposal also includes demolition of old service platform, breasting dolphins and part of the old catwalk by removing the superstructure, to the extent required to accommodate the proposed approach trestle, and also cutting old piles that are interfering with the proposed construction at least up to the existing bed level.

**2.2.1** In view of the above, NMPA intends to appoint a consultancy firm to prepare Environmental Impact Assessment (EIA) report and refer to Ministry of Environment, Forests & Climate Change (MoEF&CC) to obtain Environmental Clearance (EC) and Coastal Regulation Zone (CRZ) clearances and subsequently obtain Consent For Establish (CFE) from Karnataka State Pollution Control Board (KSPCB).

**2.2.2** New Mangalore Port Authority (NMPA) invites E-Tenders in two cover system from reputed Consultancy Firms fulfilling the Minimum Eligibility Criteria, for the tender **APPOINTMENT OF CONSULTANT FOR ENVIRONMENTAL IMPACT ASSESSMENT STUDIES FOR REFURBISHMENT OF BERTH NO. 9 AND OBTAINING STATUTORY CLEARANCES FROM MOEF&CC, CRZ AND KSPCB.**

**2.2.3** The bidders before quoting shall visit New Mangalore Port and see for themselves the existing environmental conditions to get the first hand knowledge of the port location, area, etc., and conditions and the available facilities in order to offer reliable service. The bidder



shall not hold NMPA responsible for not furnishing/missing relevant information.

#### **2.2.4 Pre Qualification Criteria (PQC):**

Bidders fulfilling the Minimum Eligibility Criteria at Sl. No. 1.2 of Notice Inviting Tender shall only be eligible to participate in the price bidding. Though the criteria as mentioned are the basic criteria for consideration of a bid fulfillment, all the Bidders are requested to submit supporting documents substantiating their claim for eligibility/qualification to participate in the price bidding.

#### **2.2.5 Power of Attorney:**

The Applicant should submit a Power of Attorney as per the format at Annexure-6; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

#### **2.2.6 Integrity Pact**

Integrity Pact (IP) shall cover this Tender Document throughout its various phases, and IP would be deemed as a part of the contract. The Applicant should sign and submit a 'Integrity Pact' to be executed between the Applicant and the Authority as per the format at Appendix-IV and shall be submitted along with the Bid Enclosure in the manner provided in this Tender Document. IP would be implemented through the following Independent External Monitor ("IEM") for this Bid:

**Shri. Prem Chand Pankaj,**  
Ex-CMD, NEEPCO,  
M-402, Pioneer Park, Sector-61,  
Golf Course, Extn Road, Gurgaon,  
Mob. No. 9717433886,  
E-mail: [prempankaj@gmail.com](mailto:prempankaj@gmail.com)

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

- 3.1 This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.
- i) 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.
  - ii) Bidder then logs into the portal giving user id / password chosen during enrollment.
  - iii) The e-token that is registered should be used by the bidder and should not be misused by others.
  - iv) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
  - v) 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.
  - vi) 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.
  - vii) 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.
  - viii) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
  - ix) Bidder should arrange for the EMD and tender fee as specified in the tender. The bidders may claim exemption of Bid Security by submitting the Bid Security Declaration Format as per Annexure V of this tender document. The benefit of Exemption of EMD to all Micro and small Enterprises (MSE) will also be allowed. For this purpose, the

bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udhog Aadhar Memorandum or any other body specified by Ministry of MSME, will be considered. Also, necessary document for having registered with similar category should be submitted along with Technical Bid.

- x) The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) 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.
- xv) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xvi) 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.
- xvii) 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.

- xviii) 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.
- xix) 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.
- xx) 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.
- xxi) 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).
- xxii) Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily. The benefit of Exemption of EMD and Tender fee to all micro and (MSME) Enterprises Registered with NSIC in consulting service / laboratory category will be considered.
- xxiii) The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
- xxiv) The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

### **3.2 Cover – I Details (Technical)**

The following documents shall be uploaded online only.

1. Scanned copy of NEFT Payment details for cost of tender / documentary evidence for exemption of Cost of Tender (Tender Fee).
2. Scanned copy of RTGS/NEFT Payment details for EMD (bid security) / documentary evidence for exemption of EMD
3. Scanned copy of documents as per Annexure 1 to 6(Original power of attorney, Annexure-6to be submitted by post or by hand immediately after the closing date for submission of online e-tender).
4. Scanned copy of valid GST Registration certificate and PAN Card.
5. Technical bid document along with amendments and clarifications.

### **3.3 Cover – II Detail (Finance)**

Financial Bid (Price bid)

1. Price should be quoted in the BOQ template available in the portal (Appendix – I). 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.
2. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.
3. The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

### **3.4 Opening of bids**

- A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

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

### **3.5 Evaluation process:**

A proposal shall be considered responsive if :-

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been

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

### **3.6 Bid Due Date**

- 3.6.1** Bid should be submitted on or before 1530 hours IST on notified bid due date in the manner and form as detailed in this bid document. Bids submitted by fax mail transmission, telex or email will not be acceptable. NMPA at sole discretion may extend Bid Due Date by issuing an Addendum, if any.

### **3.6.2 Time for Completion:**

The time frame for the Consultant for the preparation of EIA/EMP studies and subsequently to obtain statutory clearances is 14 months from the date of finalization of ToR from MoEF&CC. Also refer clause 5.4 of the Terms of Reference.

The firm shall note at the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due upto the completed stage, will be made as indicated in the Financial Proposal. In case assignment foreclose in the middle of any indicated stage in financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

The Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. NO ESCALATION will be paid under this contract. The price quoted shall be kept from throughout the Contract period and not subject to variation under any circumstances.

**3.6.3 Change to Submitted proposals:** Any alterations, modifications or change in the submitted proposal shall be sent in writing and must reach the Chief Engineer (Civil), NMPA, prior to the closing time on the Bid Due Date. No notice of change, alteration or modifications of the changed proposal shall be accepted after closing time on Bid Due Date.

**3.6.4 Award of Assignment / Services:** The party selected for award of assignment shall be issued letter of award by NMPA. This letter along with written acknowledgement of the successful party shall constitute a bidding contract between the party/ ties with NMP till signing of formal agreement.

**3.6.5 Extension of Validity of Proposal:** If it becomes necessary, NMPA may request the parties, in writing, to extend the validity of their proposals. The parties shall have their right to refuse such extension without forfeiting their bid security. In case a party extends the validity then it shall also extend of the validity of Bid security for corresponding period. In case party/ies refuse to extend the validity, the Bid security of the party/ies will be released normally within one month from the date of such refusal.

**3.6.6** The benefit of Exemption of EMD and Tender Fee to all Micro and small Enterprises (MSE) will be allowed. For this purpose, the bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of

handicrafts and handlooms or Udhog Aadhar Memorandum or any other body specified by Ministry of MSME, will be considered.

**3.6.7 Any other information regarding the above proposal can be obtained from the Chief Engineer (Civil), Dy. Chief Engineer (Civil) and Executive Engineer (Civil) in person or on Telephone No.0824-2887301, 306/308 & e-mail ([chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in) / [yogindra.s@nmpt.gov.in](mailto:yogindra.s@nmpt.gov.in)).**

The site visit will also be arranged if desired by the bidders. For this purpose, the bidders are requested to send a letter to the above E-mail address furnishing the details of the persons along with copies of Id proofs atleast one day prior to the date of site visit for arranging wharf entry passes.



## 4. GENERAL CONDITIONS OF CONTRACT

4.1 In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- a) "EMPLOYER" means the Members of the Major Port Authority of New Mangalore Port, a body constituted under Major Port Authority Act, 2021, acting through its Chairman, Dy. Chairman or any other officer nominated by the Board
- b) "BIDDER/S means the person or persons, firm, corporation, joint venture, consortium or company who submits the BID for the subject services/assignment".
- c) "Award price" means the sum named in the Bid/ proposal submitted by the successful bidder with any modification thereof or addition thereto or deduction therefrom volume of bunker quoted in the tender.
- d) "ENGINEER/OFFICER – IN-CHARGE" means an officer of NMPA as nominated to be in charge of works of this assignment by Chief Engineer (Civil).
- e) "Consultant" means any entity or person or associations of person who may provide or provides the Services to the Employer under the Contract.
- f) "Works" means the works to be executed in accordance with the Contract.

### NOTES:

- (i) Singular and Plural: Words importing the singular only also include the plural and vice versa where the context requires.
- (ii) Headings: The headings as mentioned in the proposal document shall not be taken to be part there of proposal document or be taken into consideration in the interpretation or construction thereof or of the contract.

### 4.2 Commencement and Completion of Assignments

The successful Bidder shall commence the work immediately from the date as mentioned in the Letter of Award issued by the Employer and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct.

### 4.3 Care and Diligence

The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the employer for the proper, efficient and effective execution of their duties.

#### **4.4 Signing of Agreement**

Within twenty one (21) days from the date of issue of LOA, the successful party shall furnish performance security for satisfactory completion of the assignment, in the form of bank guarantee as detailed in general condition and simultaneously sign formal agreement. Formats of bank guarantee (Appendix-2) and agreement (Appendix-3) are annexed to Bid document. The cost towards making 10 sets of agreement document shall be borne by the Consultant.

#### **4.5 Taxes and Duties**

The Consultant/firm shall pay all taxes, levy, duty including GST which they may be liable to pay to the State of Karnataka and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The Consultant/firm shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for executing the work.

#### **4.6 Confidentiality**

The Consultant/firm shall treat all the documents and information received from NMPA, submitted to NMPA and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant/firm shall not divulge any such information without the prior written permission of NMPA authorities. The Consultant further shall return all the documents received from NMPA from time to time after completion of the work related to those documents.

#### **4.7 Suspension**

The Employer, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the services, provided that such notice of suspension

- (i) shall specify the nature of failure, and
- (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

## 4.8 Termination

### 4.8.1 By the Employer:

The Employer may terminate this Contract in case of occurrence of any of the events specified in paragraphs (a) to (h) of this Clause 4.8.1.

- (a) If the Consultant fails to remedy a failure in the performance of the obligations here under, as specified in a notice of suspension pursuant to clause 4.7 herein above, within 30 days of receipt of such notice of suspension or with such further period as the Employer may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultants consists more than one equity, if any of its members becomes and which has substantial baring on providing services under this Contract) involvement or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 4.13 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in completing for or in executing this Contract.
- (e) Any representation made or warranties given by the Consultant under this agreement is found to be false or misleading.
- (f) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- (g) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (h) If the Consultant fails to provide the quality services as envisaged under this contract, NMPA will make judgment regarding the poor quality of services, the reason for which shall be recorded in writing. Then, NMPA may decide to give one chance to the Consultant to improve the quality of services.
- (i) If, as the result of Force Majeure, the Consultant is unable to perform the material portion of the Services for a period of not less than 60 days.
- (j) If the Employer in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Employer" shall give a not less than 30 days written notice of termination to the Consultants.

#### **4.8.2 Termination of the Consulting services by the Consultant/Firm:**

The Consultant/firm shall promptly notify NMPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant/firm, which makes it impossible for the Consultant/firm to carry out its obligations hereunder. Upon confirmation in writing by NMPA of the existence of any such situation or event, or upon failure of NMPA to respond to such notice within 15(Fifteen) days of receipt thereof, the Consultant/firm shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant/firm may thereupon terminate the contract by giving not less than 30(Thirty) days prior written notice thereof.

#### **4.9 Termination procedure:**

- a) Upon termination of the Contract under Clause-4.8 or receipt of notice of termination under Clause 4.8.1 or giving notice of termination under Clause-4.8.2 the Consultant/firm shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the contract pursuant to clause 4.8.1 (g), (h) or 4.8.2, the Consultant shall be entitled to reimbursed such prorated cost as per clause 4.15 as shall have been duly incurred prior to the date of such termination. No compensation shall be given on account of termination.
- c) If the agreement is terminated pursuant of clause 4.8.1 (a) to (f) the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of quantum Merit as assessed by it, if such part is of economic utility to the Employer and Employer's decision in this regard shall be final.

#### **4.10 Force Majeure :**

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14(Fourteen) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c) The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Pandemic Lockdowns, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.
- d) Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such party's sub-Consultant/firm or agents or employees, nor(ii) any event which a diligent party could reasonably have been expected to both(A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder:

#### **4.11 Responsibility of Consultant/firm during the assignment:**

During the validity period of the consultancy services, the Consultant/firms shall hold discussions with the Engineer in Charge and make presentations on the reports/findings.

#### **4.12 Facility/ies to be made available to Consultant/firm:**

NMPA will not provide office accommodation or any other facilities to the Consultant, Consultant shall make their own arrangement and cost for the same shall be deemed to include in their offer.

#### **4.13 Dispute between the Consultant/firm and New Mangalore Port:**

In case of any dispute between the New Mangalore Port and the Consultant/firm, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Consultant/firms and New Mangalore Port shall be referred to sole arbitrator to be mutually agreed upon between the parties in accordance with provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications thereto. The arbitrator shall give a reasoned award and the decision of the sole arbitrator shall be final and binding on both the parties. The arbitration proceeding will be held in Mangalore.

The jurisdiction of all suites/ proceedings arising out of this contract shall be court of Judicature of Mangalore.

#### **4.14 Performance Security**

Within twenty one (21) days of the receipt of the award letter from Employer, the successful bidder/s shall furnish to the Employer a

performance security in the form of a Bank Guarantee of a Nationalized/ Scheduled Bank, enforceable and encashable at Mangalore for an amount equivalent to 3% of the awarded cost/ fee including GST as per the draft proforma annexed at Appendix- 2 to the proposal document. Failure of the successful bidder to lodge and subsequently renew the required Bank Guarantee shall be constitute sufficient grounds for the termination of the contract and forfeiting of "Bid security". The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder/s.

#### **4.15 Terms of payment:**

The Consultant/firm shall be paid the lump sum fee/charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the Clause 5.5 subject to the following:

- a) The above fees are exclusive of GST
- b) GST has to be shown on a separate element in the bill.
- c) The above fees would include the fees and all out of pocket expenses incurred by the Consultant/firm towards travel to New Mangalore Port & local boarding and lodging.
- d) The payment to the firms shall be released through e-payment and the requisite information shall be provided as per "Annexure- V" of the Tender Document.

#### **4.16 Completion Certificate**

Completion certificate shall be issued by the Employer on expiry of all the tasks and submission of all reports/Drawings/documents as indicated in Terms of Reference Clause 5.0 of this bid document, to the satisfaction of the Employer.

#### **4.17 Obligation of the Consultant**

Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interest and act without any consideration for future work.

#### **4.18 Standard of performance:**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ

appropriate technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to this contract or to the Services, as faithful adviser to the Employer and shall at all times support and safeguard the Employer's legitimate interest in any dealing with Sub- Consultant or Third- parties.

#### **4.19 Conflict of Interests:**

The Consultant shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

#### **4.20 Consultant not to be benefit from commissions discounts etc.**

(a) The payment of the Consultant pursuant to clause 4.15 shall constitute the Consultants only payment in connection with this contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any sub Consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the employers applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts' or commissions obtainedby the Consultant in the exercise of such procurement/ works responsibility shall be for the account of the "Employer".

#### **4.21 Consultant and Affiliates not to Engage in Certain Activities:**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### **4.22 Prohibition of Conflicting Activities:**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

#### **4.23 Consultant's Personnel and Sub-Consultants**

##### **4.23.1 General:**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

##### **4.23.2 Description of Personnel:**

The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel as per the Consultant's proposal are to be described in Annexure 4.

##### **4.23.3 Approval of Personnel:**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their detailed self attested Curriculum Vitae (CVs) in the firm's letter head along with the notarized copies of the professional qualification of the expert. If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

##### **4.23.4 Removal and / or Replacement of Personnel:**

- (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace a person of equivalent or better qualification in accordance with Clause 4.23.3.
- (b) If the "Employer"
  - (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or



(ii) Has reasonable cause to be dissatisfied with the performance of any of the "Employer" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the "Employer" in accordance with Clause 4.23.3.

#### **4.23.5 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) per week of the activity specified in Time & Payment Schedule - Clause 5.5 of TOR, subject to a maximum of 10% (ten per cent) of Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **4.23.6 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 4.23.5.

#### **4.23.7 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 4.23.5, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

**4.23.8** On forfeiture of EMD or Security Deposit, Liquidated Damage and while imposing any Penalty, applicable GST will be collected.

4.23.9 The Consulting Firm should provide GST Invoice and same needs to be uploaded to GSTIN Website. If any ITC Credit w.r.t. Port dues due to non-compliance of the Consulting Firm, the same will be recovered from future bills.

## 5. TERMS OF REFERENCES

### A. Definition:

5.1 "Employer" means the Major Port Authority Board of New Mangalore Port or their successors and assigns, acting through its Chairman or any other Officer so nominated by the Board / Chairman.

5.2 "Consultant / Firms" means the Engineering Firm appointed for the work of "Appointment of Consultant for Environmental Impact Assessment Studies for Refurbishment of Berth No. 9 and Obtain Statutory Clearances from CRZ, MOEF and KSPCB".

### 5.3 Scope of work

The following will be the detailed scope of work of the selected Consultant but not limited to:

1. To Prepare and submit on-line application Form-I, along with project details to MoEF&CC for finalization of ToR for the project. To circulate the required documents to the committee members and making presentation to Expert Appraisal committee members of MoEF&CC. The Consultants shall follow the EIA Notification, 2006, and its subsequent amendments issued by MoEF&CC from time to time.
2. Preparation of Environmental Impact Assessment (EIA) Report, Environmental Management Plan (EMP): Site visit, collection of primary and secondary data for the preparation of EIA Report and EMP report and other reports as per the ToR of MoEF&CC.
3. Presentation to KSPCB, Department of Forest, Ecology and Environment Government of Karnataka, Ministry of Environment, Forest and Climate Change, Government of India and the concerned Expert Appraisal Committees constituted for this purpose by the Government and providing necessary technical details during appraisal till necessary clearance is accorded by authorities.
4. Public Hearing (Optional): If public hearing is proposed in the ToR, preparation and submission of required documents like executive summary (both English & Kannada), draft EIA report, etc., to the authorities for the conduct of public hearing. Presentation both in Kannada & English languages during the public hearing, translation of the proceedings, etc. shall be under the scope of the Consultant. Consultant shall arrange required and sufficient copies of presentation material both in Kannada & English for distribution. The Consultant has to present the project, defend the project, clarify and provide the required technical details / clarifications at the time of public hearing. The Consultant has to clarify any technical clarifications regarding CRZ, modeling studies, dredging, EIA studies,

EMPs,etc. during public hearing or when and where required till obtaining the final environmental clearance from MoEF& CC and from KSPCB.For the conduct of Public Hearing, Consultant shall make necessary arrangements like pandal, seating arrangements, podium, public address system, advertisements, projector, refreshments etc. The Consultant shall bear all expenses incurred towards public hearing, which shall be reimbursed by NMPA as per actual on production of necessary Bills enclosing vouchers of the various payments made by the Consultant for the purpose.

5. CRZ Clearances: Preparation of CRZ maps showing HTL / LTL demarcation and submission of required documents like executive summary, draft EIA report, etc., to the District and State Coastal Zone Management Authority for obtaining clearance and recommendations.
6. Assisting all the statutory and other departments as and when required.
7. Environment and CRZ clearance: Submission of final EIA report and other documents to committee members to obtain EC and CRZ clearance from MoEF&CC.
8. Consent For Establish: To submit required documents to obtain CFE for the projects from KSPCB
9. The layout plan of NMPA indicating the location of existing berths, ongoing berths and the proposed berths in the present project is enclosed as Annexure.
10. NMPA will provide DFR/DPR/project reports to Consultants for the projects. However it is the responsibility of the Consultant to derive or calculate required secondary data like water requirement, power requirement, etc.
11. All statutory fees, fees towards application for CRZ clearance, Application fee for TOR, NOC and guarantee deposit for public hearing etc. will be borne by NMPA.
12. The quoted rate by the bidders shall be inclusive of all expenses towards the total scope of work in to but not limited to site visits, preparation of reports, stationery, photocopying, land use and land cover maps, topo sheets, to and fro travel expenses, boarding, lodging and local travel, outstation travel for meeting, collecting data etc.
13. NMPA will provide required Tug/launch for carrying out marine sediment/water sampling, survey, free of cost based on the request made by the Consultant.

#### 14. Deliverables:

The following are the deliverables to NMPA, in addition to submission to statutory authorities.

- i. Copies of Form-I & pre feasibility study report (5 copies color each and soft copy in editable format).
  - ii. Copies of draft EIA/EMP reports, other reports, studies, modeling studies, etc. as mentioned in the ToR issued by MoEF (5 copies color each and soft copy in editable format).
  - iii. Copies of executive summary in English and Kannada (5 copies color each and soft copy in editable format).
  - iv. Copies of presentation material (power point slides) in English and Kannada (5 copies color each and soft copy in editable format).
  - v. Copies of draft and final EIA/EMP report along with public hearing comments and other reports (5 copies color each and soft copy in editable format).
  - vi. Copy of Final CRZ map showing HTL / LTL demarcation (5 copies color each and soft copy).
17. In general, the Consultant has to submit the draft copies of reports, diagrams, power point presentation material, etc., well in advance for NMPA's comments / views, before submitting to statutory authorities.
18. The layout plan of NMPA indicating the location of existing berths, ongoing berths and the proposed berths in the present project is enclosed as Annexure.

#### 5.4 Time Schedule:-

The time frame for the preparation of Comprehensive Environmental Impact Assessment (EIA) study Report and obtaining clearances from statutory authorities is 14 months from the date of finalization of ToR from MoEF&CC. As the scope is the essence of the contract, the successful bidder should accomplish the scope of work in reasonable time. Suitable extension shall be granted beyond 14 months only in case of delay due to Statutory Authorities.

A tentative road map with time frame so as to enable the Consultant for Carrying Out Environmental Impact Assessment and Environmental Management Plan Studies for Refurbishment of Berth No.9 to Obtain Statutory Clearances from MOEF& CC, CRZ and KSPCB is as follows:-

Sr. No.	Activity	Max. Days	Accumulated Days
1	Submission of TOR application (shall be done after 15 days of receiving all details from NMPA) with details and necessary enclosures to concerned statutory bodies for Environment Clearance under EIA notification and CRZ notification.	31	31
2	i) Scrutiny by Standing Environmental Appraisal Committee (SEAC) ii) Initiate process of preparation of CRZ maps in association with Govt. approved Agency / Institutes.	25	56
	i) EIA report preparation & submission including four quarters monitoring after receiving the ToR from SEAC. iii) Obtain Final CRZ map from Govt. approved Agency / Institutes.	180	236
4	Public consultation (Optional) If necessitated by the statutory authority	15	251
5	Submission of draft EIA-EMP study report and Final CRZ map to concerned statutory bodies.	30	281
6	On completion of all field studies as per TOR & submission of final EIA report to KSPCB, Ecology & Environment, GoK, Ministry of Environment & Forests, Gol and Expert Appraisal Committees. Furnishing necessary clarification which may be sought by these Dept./Committees, NGOs and by the General Public regarding Environmental issues connected with project.	15	296
7	Final EIA report preparation & submission including public consultation (if necessary).	7	303
8	EIA scrutiny by SEAC and CZMA	30	333
9	EIA presentation	10	343
10	EC copy/MOM	15	358

11	Preparation and submission of Consent for establishment application to KSPCB	7	365
12	Consent for establishment from KSPCB.	30	395

**Note:**

The above schedule may vary depending on the time taken by SEAC and concerned authorities/agencies for scrutiny.

**5.5 Terms of Payment**

The schedules of recommended payment of fees and Stages of payment for the services are as under:

The payment shall be made in the following stages:

Sl. No.	Description	Payment as Percentage of Lump sum contract amount
1	Submission of TOR application with details and necessary enclosures to concerned statutory bodies for Environment Clearance under EIA notification and CRZ notification.	10%
2	Receipt of TOR from concerned statutory bodies.	5%
3	Field studies for One quarter and submission of report to KSPCB / Dept. of Forest, Ecology & Environment, GoK / Ministry of Environment & Forest, GoI / Expert appraisal committees.	5%
4	On completion of field studies for 2nd, 3rd & 4th quarter submission of report to KSPCB / Dept. of Forest, Ecology & Environment, GoK / Ministry of Environment & Forest, GoI / Expert appraisal committees.	15%
5	Submission of draft EIA-EMP study report to concerned statutory bodies.	5%
6	Submission of application to CRZ Authority along with all document attachments prescribed by the Statutory Authority.	10%
7	On submission of Consent for Establishment (CFE) application to the KSPCB for approval.	5%
8	Submission of Final EIA report to KSPCB, Dept. of Forest, Ecology & Environment, GoK, Ministry of Environment & Forest, GoI and Expert appraisal committees. Furnishing necessary clarification which may be sought by these Dept. /Committees, NGOs and by the General public regarding Environmental issues connected with project.	15%

9	On receipt of CRZ clearance from the KSCZMA.	10%
10	On receipt of Consent for Establishment (CFE)/NOC form the KSPCB.	10%
11	On receipt of Environment Clearance (EC).	10%

Note:

- i) If the field studies are limited to only one quarter i.e, sl. No. 3 by the Environment Appraisal Committee, the stage payment towards field studies for 2nd, 3rd & 4th quarters proposed vide item No. 4 in the payment schedule would not be operative and Consultant shall not claim for the payment.

## Financial Bid

Tender Inviting Authority:		Office of the EE(C), Technical Cell, Civil Engineering Department, NMPA, Panambur, Mangalore, Karnataka-575010			
Name of Work:		<b>Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No.9 and Obtaining Statutory Clearances from MOEF&amp;CC, CRZ and KSPCB</b>			
NIT No.		CIVIL/CEC/EEC/38/2022-23			
Name of the Bidder/ Bidding Firm / Company :					
<b>(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 Rate only )</b>					
Item No	Item Description	Quantity	Unit	Rate (in Rs.)	Amount (in Rs.)
	Carrying Out Environmental Impact Assessment Studies for Refurbishment of Berth No.9 and Obtain Statutory Clearances from CRZ, MOEF&CC and KSPCB	1	Lump Sum		

Note :

- i. Only the highlighted cell to be filled. (Name of bidder and Rate)
- ii. The fee shall be quoted in Indian Rupees only.
- iii. The cost of the services in inclusive of all taxes (except GST), incidentals, overheads, travelling expenses, accommodation, printing and binding of reports, all sundries, all other expenditure for execution of this services/ assignment covering all "Terms and conditions" (as per the tender).
- iv. The payment will be made instage- wise considering the percentage of progress as detailed in clause 5.5 and conditions set out in this document.
- v. GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.
- vi. The Consultant shall file the applicable returns with tax department in time and submit the same as documentary evidence



**PERFORMANCE GUARANTEE**

In consideration of the Members of the Board of Major Port Authority of New Mangalore Port, incorporated under the Major Port Authority Act, 2021, having its Administrative office at Panambur, Mangalore, which expression shall mean and include its successors and assignees (hereinafter called "the NMPA") having agreed to exempt M/s. .... having its Registered office at ..... which expression shall mean and include their Successors, and Assignees (hereinafter called 'the said Consultant/firms') from the demand, under the terms and conditions of the Agreement No..... dated..... entered into between the NMPA and the said Consultant/firms for the work **"Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No.9 and Obtaining Statutory Clearances from MOEF&CC, CRZ and KSPCB"** (hereinafter called "the Agreement") of security deposit for the proper performance of the contract and the due fulfillment of the terms and conditions contained in the said Agreement by the said Consultant/firms on production of a Bank Guarantee for Rs.....(Rupees .....), We, .....(indicate the name of the Bank), (hereinafter referred to as Bank), at the request of M/s..... Consultant/firms, do hereby irrevocably and unconditionally undertake to pay to the NMPA an amount not exceeding Rs..... (Rupees .....) on demand against any non-performance, loss or damage caused to or suffered by the NMPA by reason of any breach by the said Consultant/firms of any of the terms or conditions contained in the said Agreement.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSTH AS UNDER:

1. We, ----- (Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NMPA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant/firms. 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 to Rs. -----/- (Rupees ----- only)
2. We,----- (Bank) undertake to pay to the NMPA any money so demanded notwithstanding any dispute or disputes raised by the Consultant/firms in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the

Consultant/firms shall have no claim against us for making such payment.

3. We ,----- (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMPA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Traffic Manager on behalf of the NMPA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant/firms and accordingly discharges this guarantee.
4. We, .....(indicate the name of Bank) further agree with the NMPA that the NMPA 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 Agreement or to extend time of performance by the said Consultant/firms from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMPA against the said Consultant/firms and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Consultant/firms or for any forbearance act or omission on the part of the NMPA or any indulgence by the NMPA to the said Consultant/firms 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.
5. This guarantee will not be discharged due to change in the constitution of the Bank or the Consultant/firms.
6. We, ----- (Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NMPA in writing.
7. This guarantee shall remain in full force and effect upto ..... unless extended by NMPA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees ..... ) and unless a claim in writing is lodged with us within ..... months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

This guarantee has been duly executed on this ..... day of ..... 2019 at

(Seal & Signature)

(Bank)

## FORM OF AGREEMENT

This Contract Agreement is assigned as No. CEA/ /2022-23

THIS AGREEMENT is made on the ..... day of ..... between New Mangalore Port Authority, Administration Building, Panambur-575 010, Karnataka State, which expression shall mean and include its successors and assignees (hereinafter called the 'NMPA') of the one part and M/s.....(Name of Consultant/firms) ..... (Mailing address of Consultant/firms) which expression shall mean and include its successors and assignees (hereinafter called as 'the Consultant/firms') of the other part.

WHEREAS the NMPA is desirous that certain tasks be performed viz. **"Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No.9 and Obtaining Statutory Clearances from MOEF&CC, CRZ and KSPCB"** for Rs..... (Rupees ..... only) plus GST as applicable is hereby accepted by the Chairman on behalf of the Members of the Board of Major Port Authority of New Mangalore Port and has accepted a proposal by the Consultant/firm as referred in the assignment.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) The Proposal Document for aforesaid work and tender document for the work
  - b) All amendments to the tender document for aforesaid work as issued by the NMPA prior to submission of bids, queries of bidders if any.
  - c) Acceptance of letter issued by the vide No..... dated ..... and all correspondence exchanged between the NMPA and the Consultant/firm up to the date of issue of acceptance letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the NMPA to the Consultant/firm as hereinafter mentioned the Consultant/firm hereby covenants with the NMPA to execute and complete the works in conformity with in all respects with the provisions of the contract.



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 Members of Major Port Authority of New Mangalore Port acting through Shri. \_\_\_\_\_, Chief Engineer (Civil), New Mangalore Port Authority (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 **"Appointment of Consultant for Carrying out Environmental Impact Assessment (EIA), Environmental Management Plan (EMP) Studies for Refurbishment of Berth No.9 and Obtaining Statutory Clearances from MOEF&CC, CRZ and KSPCB"** (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.
- 3.14 The APPLICANT signing the Integrity Pact (IP) shall not approach the Courts while representing the matter to Independent External Monitor (IEM) and he / she / they will wait for their decision in the matter.

#### **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. 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.
- 6.1 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.

**Shri. Prem Chand Pankaj,**  
Ex-CMD, NEEPCO,  
M-402, Pioneer Park, Sector-61,  
Golf Course, Extn Road, Gurgaon,

Mob. No. 9717433886,  
E-mail:[prempankaj@gmail.com](mailto: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

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

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.

**Details of Eligible Assignments of the Applicant#**

(Refer para B of Minimum Eligibility Criteria)

*Experience of having successfully carried out EIA studies & EMP for construction of berths / jetties and associated infrastructure development projects at least 3 eligible assignments (completed assignments only) over the past 7 years (i.e, from April, 2015 upto the date of submission of this Bid).*

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs crore)	Professional fee received by the Applicant (in Rs crore)	Date of Commencement & Completion of the Assignment	Attach TDS certificate s (indicate Pg. no.)
(1)*	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

# The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Copy of Contract/work orders along with completion certificate indicating the details of assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award.

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:  
UDIN No.

<sup>§</sup> 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.

**Details of Consent / Clearances obtained by the Applicant#**

(Refer para C of Minimum Eligibility Criteria)

*Obtaining Consent for Establishment (CFE) from any State Pollution Control Board in India**OR**Obtaining Environmental / CRZ Clearance for any project from the Ministry of Environmental and Forest and Climate Change, Government of India*

Sl. No.	Name of the Project and Details of Consent obtained from CPCB's / EC's / CRZ clearances obtained from Ministry / Statutory Authority	Project Cost (Rs. in Crore)	Name of the Client	# Professional fees received by the Applicant (Rs.)
(1)	(2)	(3)	(4)	(5)

# The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Copy of Contract/work orders along with completion certificate indicating the details of assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award.

**Certificate from the Statutory Auditor**<sup>§</sup>

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:  
UDIN No.

<sup>§</sup> 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.

**Financial Capacity of the Applicant**

(Refer para D of Minimum Eligibility Criteria)

Sl. No.	Financial Year	Annual Turnover (Rs)
1	2019-20	
2	2020-21	
3	2021-22	

**Certificate from the Statutory Auditor**<sup>\$</sup>

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:  
UDIN No.

<sup>\$</sup> 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.

**Particulars of Key Personnel Proposed**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				
5.				
6.				

FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

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

SIGNATURE OF THE PARTY WITH

SEAL

---

Verified the details furnished by the party and it is ascertained that the information.

Furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

SIGNATURE OF THE  
HOD/HOO with seal



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

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

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

for the Company, the said Company, in the premises, by virtue of the powers hereby given.

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

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

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

SIGNED AND DELIVERED ON

\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

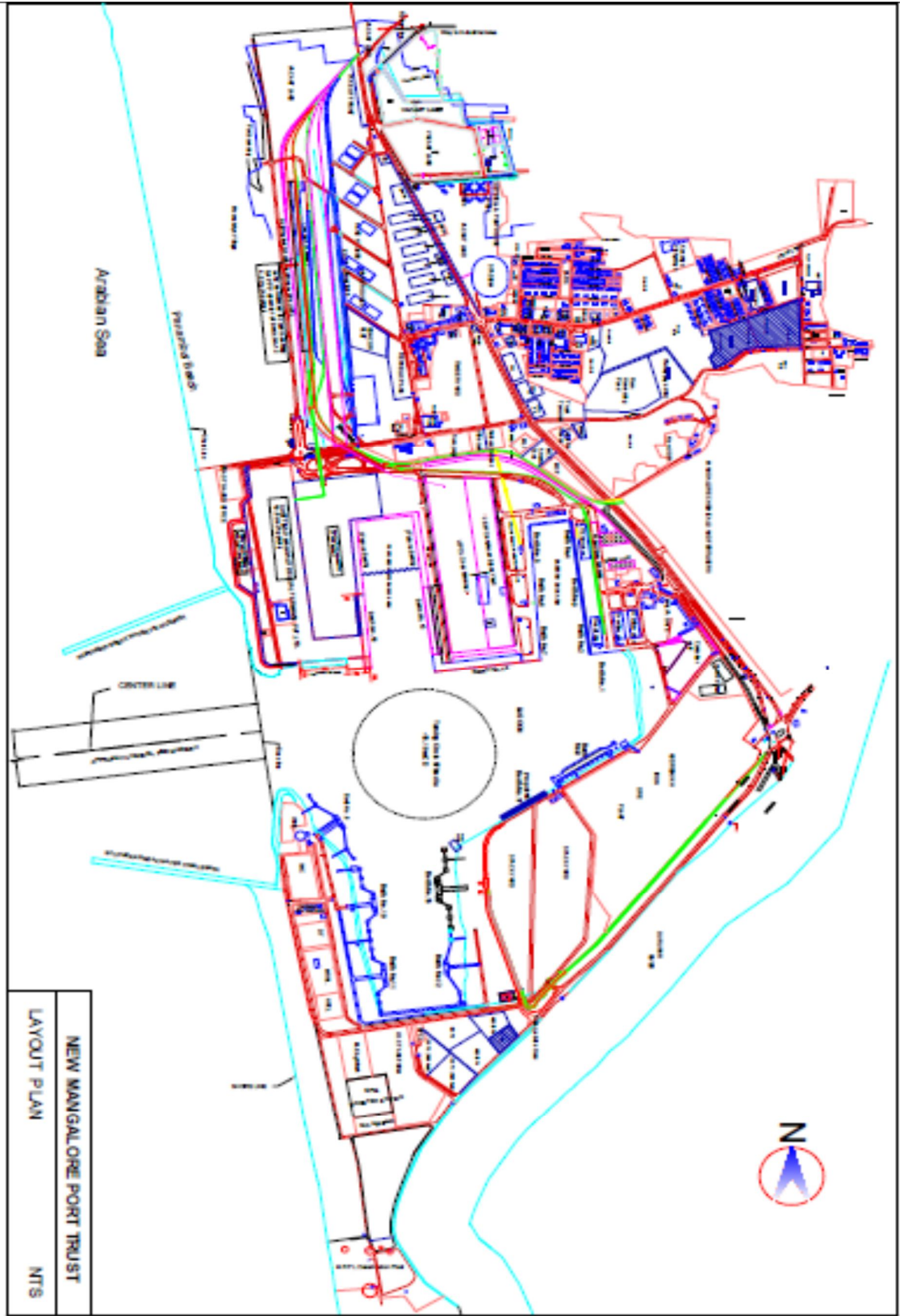
WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

# PORT LAYOUT



PORT LAYOUT





## **NEW MANGALORE PORT AUTHORITY**

### **CIVIL ENGINEERING DEPARTMENT**

**No. 18/1/B.9-Refurbish/CE(C)/2022**

Date: 29.08.2022

### **CORRIGENDUM NO.2**

#### **TO THE POTENTIAL BIDDERS**

Sub: Proposal for Appointment of Consultant for Environmental Impact Assessment (EIA) studies for Refurbishment of Berth No. 9 and Obtaining Statutory Clearances from MoEF&CC, CRZ and KSPCB - Pre-Bid Meeting – Reg.

- Ref: 1) NIT No. CIVIL/CEC/EEC/38/2022-23 &  
e-Procure Tender Id.: 2022\_NMPT\_704340 \_1.
- 2) Corrigendum No. 1, dtd. 18.08.2022

\*\*\*\*\*

With reference to the above, it is to inform that the last date for submission of bids for the subject proposal is postponed from 29.08.2022 to 12.09.2022 upto 15:30 hrs. and the date of opening of the bids shall be on 13.09.2022 after 15:30 hrs.

**Sd/-**  
Executive Engineer (Civil)