



**NEW MANGALORE PORT AUTHORITY**  
**Ministry of Ports, Shipping and Waterways,**  
**Govt. of India**

**TENDER DOCUMENT FOR**  
**“EMPANELMENT OF ADVERTISING**  
**AGENCY FOR RELEASING ADVERTISEMENT &**  
**OTHER PUBLICITY RELATED ACTIVITIES FOR NEW**  
**MANGALORE PORT AUTHORITY, PANAMBUR,**  
**MANGALORE, KARNATAKA”**

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

**N.I.T.No. 8/6/2022-23/ADVT/PLA-2**

**Date: 03/02/2023**

**TITLE OF WORK:TENDER FOR “EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING  
ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW  
MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**

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

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be disqualified for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेजमें दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइनया <http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com) पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोलीदस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए।  
If the Bidders need any clarifications, the same may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com). Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. निविदा कर्ता को निविदा में निर्दिष्ट अनुसार बयाना राशि और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूलकोव्यक्तिको निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा।  
Bidder should arrange for the Earnest Money deposit (EMD) and tender fee as specified in the tender. The original should be posted/couriered/given in person, to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वालेको नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी कोस्वीकार करना चाहिए |  
The Bidder should read the terms and conditions and accept the same to proceed further to submit the bids. By submitting the bid the bidder acknowledged and accepted all the terms and conditions.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्यासे बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजो को ऑनलाइन जमा करना चाहिए।  
The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंतमें अपलोड की गई फ़ाइलके आकारकी कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ परतय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाता ओको 75-100 DPI में दस्तावेजोंको स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गतिपर भी त्वरित अपलोड करने में मदद करेगा |  
There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरोद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा।  
It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा।  
The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफलाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्डकॉपी उपसचिव, एन.एम.पी.ए. को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिस में असफल होने पर बोली को सरसरी तौर पर अस्वीकार कर दिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा  
The bidder shall submit the bid documents by online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.
16. बोली को फ्रीज करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोली दाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।  
At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders should be digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।  
After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है।  
Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

19. बोली लगानेवालेको यह देखना चाहिए कि प्रस्तुत किए गए बोलीदस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुलपा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी।  
The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होनेवाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आ दिके अनुरोध केस भी कार्योंके लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओंको इस समय का पालन करना होगा  
The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑन लाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें।  
The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भागा- तकनीकी बी आईडी के साथ निविदा फार्म शुल्क और बयाना राशि जमा किया जाएगा। फीस, बयानाराशि के बिना प्रस्तुत बीआईडी, जैसाकि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिजकर दिया जाएगा।  
Tender form Fee and Earnest Money deposit (EMD) shall be submitted with the Part I- Technical BID. BID submitted without fees and Earnest Money deposit (EMD), as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. बोली लगाने वाला / निविदाकार / ठेकेदारकर विभागोंके साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा।  
The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।  
The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।  
In the event of forfeiting the /LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

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**NEW MANGALORE PORT**

**ADMINISTRATION DEPARTMENT**

**SCHEDULE OF TENDER (SoT)**

**1. NOTICE INVITING TENDER**

**N.I.T. No. 8/6/2022-23/ADVT/PLA-2**

**Date: 03/02/2023**

**TITLE OF WORK:TENDER FOR “EMPANELMENTOF ADVERTISING AGENCY FOR  
RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED  
ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY,  
PANAMBUR, MANGALORE”**

1	TENDER NO. Tender ID	<b>8/6/2022-23/ADVT/PLA-2</b> dated <b>03/02/2023</b> <b>2023_NMPT_738374_1</b>
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
3	Date of NIT available to parties to download	03/02/2023 at 17.45 hrs
4	Start date for submitting of online clarification	03/02/2023 at 18.00 hrs
5	Close date for submitting of online clarification	08/02/2023 at 15.00 hrs
6	Estimated Cost	<b>Rs.61,65,000.00</b> (Rupees Sixty One Lakh Sixty-Five Thousand only)excluding GST, for three (3) years.
7	Earnest Money Deposit(EMD)	<b>Rs.1,45,500.00</b> (Rupees One Lakh Forty-Five Thousand Five Hundred only) inclusive of 18% GST or exemption certificate as per clause No 2.2.1(c) of ITB
8	Tender Fees	<b>Rs. 1,120.00</b> (Rupees One Thousand One Hundred and Twenty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(c) of ITB
9	Date of Starting of e-Tender for submission Bid on line at <a href="http://eprocure.gov.in/eprocure/cppp">http://eprocure.gov.in/eprocure/cppp</a>	10/02/2023 at 10.00 HRS
10	Date of closing of e-Tender for submission of Bid.	22/02/2023 at 15.00 HRS
11	Date & Time of opening of Technical Bid.	23/02/2023 at 16.00 HRS
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	3 years starting from the date as indicated in work order.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)



## 2. INSTRUCTIONS TO THE BIDDERS (ITB)

### 2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Secretary on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for “**Empanelment of Advertising Agency for releasing advertisement and other publicity related activities for New Mangalore Port Authority, Panambur, Mangalore**”.

#### 2.1.2 **Introduction:**

This work essentially comprises of Empanelment of Advertising Agency for releasing advertisement and other publicity related activities for New Mangalore Port Authority, Panambur-575010.

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit (EMD) **Rs.1,45,500.00** (Rupees One Lakh Forty-Five Thousand Five Hundred only) in the form of Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque or Bank Guarantee from a commercial Bank or in online payment in an acceptable form shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below.
- b) TENDER FEE for **Rs.1,120.00** (Rupees One Thousand One Hundred and Twenty only) - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below
- c) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing notarized supporting certificates along with Technical Bid.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.

- e) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- f) The Bidder shall have GST Registration Certificate, PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
- g) The bidder/ Agency should have full and continuous accreditation from Indian Newspaper Society (INS) for the last 3 years and should be valid as on the date of submission. Supporting document should be submitted.
- h) The bidder/Agency should be empaneled with Bureau of Outreach and Communication (BOC) (erstwhile DAVP) and willing to release advertisement at DAVP rates applicable at the time of release of advertisement. Supporting document should be submitted.
- i) Particulars of Bidder as per **Annexure –1.**
- j) Tender Form as per **Annexure- 2.**
- k) Form of Declaration – **Annexure-3**
- l) Bank Details of the Bidder for E-Payment - **Annexure-6.**
- m) Details of ongoing contracts at NMPA – **Annexure 7**
- n) Format for Power of Attorney: - **Annexure -8**

In case of a Company or Partnership Firm, Power of Attorney to be executed on non-judicial Stamp Paper of Rs.100/- **and** shall be submitted along with the technical bid

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

**2.2.3** In case if, two or more bidder quote same % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidder whose bid are tie, in presence of eligible bidders and Tender Committee members.

## 2.3 **ELIGIBLE BIDDER:-**

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.20.

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

- 2.4.1 The Bidder should have an average Annual financial turnover of **18.50 Lakhs** for the last 3 financial years, 2019-20, 2020-21 & 2021-22.

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

2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2021. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Eg: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure-7, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/-(Rupees Six lakhs only) }

- 2.4.2 The bidder/agency should have experience of at least 02 years as an empaneled Advertisement agency in any Major Port, PSUs, autonomous bodies/departments, under the Central Government or State Government, or any reputed company or organization.

2.4.2.1 **“Similar Works”** means releasing advertisement & other publicity related activities for any Govt./Private organization

- 2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.2.1 Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value for the contracts to be enclosed along with the technical bid. If the bidders does not enclose LOA/work order/agreements & completion certificates along with the Technical bid, their bid shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements & completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

**Note:** The BOQ & scope of work supporting the LOA/work order/agreements should have Clients endorsement.

2.4.2.2.2 Only completed work will be considered for qualification. Partly completed works, works-in-progress (ongoing) will not be considered for qualification.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable, if they have :

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

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

**Note: LAST DATE FOR SUBMISSION OF TENDER:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

## 2.5 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.5.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.

2.5.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company accompanied by certified copy of the Company’s Board Resolution.

## **2.6 ONE BID PER BIDDER**

- 2.6.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.6.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.6.2.1 Have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
- 2.6.2.2 Submit more than one Tender in this Tendering process.
- 2.6.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.20, at the date of contract award, shall be disqualified.
- 2.6.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **2.7 BIDDER TO INFORM HIMSELF FULLY**

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

## 2.8 **Earnest Money Deposit(EMD):-**

2.8.1 Bidders should deposit EMD amount of **Rs.1,45,500.00** (Rupees One Lakh Forty-Five Thousand Five Hundred only)in the form of NEFT or Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Bank Guarantee from a commercial Bank in the approved format or in online payment in an acceptable form in favor of FA&CAO, NMPT and proof for the payment details should be attached with the Technical Bid. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packets or two stage bidding, bid securities of unsuccessful bidders during the first stage i.e., technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security in the prescribed format.

The Bidders who are registered with Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME are exempted from EMD as per gazette notification.

2.8.2 In the event of levy/forfeiture of the EMD/Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.

2.8.3 Including the levy/forfeiture of the EMD/Liquidated damages/Performance Security, the bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable, if

2.8.3.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.8.3.2 the successful Bidder fails within the specified time limit to

2.8.3.2.1 Sign the Agreement AND / OR furnish the required Performance security.

2.8.3.2.2 Fail to commence the work on the specified date as per LOA/Work order.

2.8.3.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

2.8.3.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.

2.8.3.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.9 **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.10 **AMENDMENTS:**

2.10.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.10.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.11 **LANGUAGE OF TENDER :**

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation.

2.12 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.8 of Tender Document.

2.13 **TENDERED CURRENCIES:**

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.14 **PRE BID QUERIES**

Pre-bid queries shall be uploaded online through CPP portal on or before **08/02/2023** at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on NMPA/ CPP websites.

2.15 **TENDER OPENING AND EVALUATION:**

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

## 2.15.2 **SCRUTINY AND EVALUATION OF THE TENDER**

- 2.15.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3& 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Tender fee & EMD and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.15.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.15.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.15.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 2.15.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.



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

2.15.3 **OPENING OF PRICE BID:**

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

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

2.15.3.3 The bidders are advised to offer their best possible discount on Published in the tariff for the subject work in the price Bid format– PART III. However in case the highest discount rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the highest discount (H1) bidder.

2.15.3.4 The Highest Discount (H1) bidder will be decided upon by the highest discount offer by the particular Bidder.

2.15.3.5 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the Annexure-4 of Tender Document, and within 15 days thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

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

2.15.3.7 The price Bid with any counter conditions will be summarily rejected.

2.16 **AWARD OF CONTRACT**

2.16.1 **Award Criteria**

The employer will award the contract to the H1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the Highest Discounted Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

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

Notwithstanding Clause no 2.16, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPA does not bind the bidders to accept the lowest offer.

2.18 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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

2.18.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.19.

2.18.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure-4 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 30 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of notarized copies of the agreement at his own cost.

2.19 **PERFORMANCE SECURITY** for a sum equivalent to 10% of the estimated value plus GST i.e., Rs.7,27,470.00 including GST shall be submitted in the form of NEFT or Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Bank Guarantee from a commercial Bank in the approved format or in online payment in an acceptable form within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall also be encashable at Mangalore branch. The Performance Security shall be kept valid for the total contract period of three years plus Six Months claim Period. The Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.8 of ITB.

**Note:-** The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

2.20 **CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

2.20.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.20.3 Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

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

The Contract shall be governed by the Indian Contract Act and all applicable Indian Laws. The settlement of disputes shall be held in Mangalore, Karnataka, India.

2.22 **SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT/CONCILIATION & SETTLEMENT COMMITTEE:**

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Officer, the matter in dispute shall in the first place, be referred in writing to the Secretary or Secretary's Representative and an attempt shall first be made by all the parties to

settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Secretary or his Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken, the decision shall be referred to Conciliation & Settlement Committee(CSC) constituted by the Indian Ports Association and conciliation will be held with the consent of both the parties as per the conciliation proceedings laid down in the provisions of Arbitration and Conciliation Act 1996.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Secretary unless and until the same shall be revised, as hereinafter provided, in the Conciliation & Settlement Committee or an arbitral award. The Conciliation & Settlement Committee will be constituted after award of Contract..

Where Both the parties fails to settle the disputes amicably or either party refuse to accept or not agree with recommendation of Conciliation & Settlement Committee, the dispute may be referred to Arbitration Tribunal comprising of sole arbitrator. The sole arbitrator shall be appointed with the consent of both the parties. The Arbitration proceeding shall be conducted as per. The award passed by the Arbitral Tribunal shall be final and binding and will be in English Language.

The place of Arbitration shall be at Mangalore and court of Mangalore shall have exclusive jurisdiction.

**(Krishna Bapi R.G.)**  
Secretary i/c

### **3. SCOPE OF WORK**

#### **3.1 ESSENTIAL DETAILS OF SERVICES REQUIRED**

- 3.1.1 The empaneled agency shall arrange for publication of NMPA's advertisements from time to time according to the specific instructions such as name of the newspapers(s), number of Insertion(s), specific column(s), date of publication etc. These instructions will be communicated in writing by NMPA from time to time.
- 3.1.2 The text of the advertisement to be published will be made available to the agency well in advance of the date of publication. However, the agency shall accept request for advertisement even at a short notice and arrange to publish the same on the specified dates.
- 3.1.3 Text of advertisement will be provided by the NMPA in electronic format and the designing, creative options, artwork should be done by the agency to the satisfaction of the NMPA.
- 3.1.4 The empaneled agency shall prepare artwork, matrix blocks, bromides etc., as required for release of our advertisement on behalf of the NMPA, at free of cost.
- 3.1.5 Translation from English to Hindi/Kannada of all Advertisements/Tender notice to be published in Hindi/Kannada newspaper will be arranged by the bidder and no additional charges for translation of the same will be made.
- 3.1.6 Release of the technical advertisement by the advertising agency shall be after approval of advertisement design/artwork only on the dates and in the newspapers(s), category and position communicated by the NMPA.

#### **3.2 ASSIGNMENTS**

The empaneled agency is required to carry out one or more following assignments during the period of contract:

- 3.2.1 The Agency shall have the responsibilities for delivering the advertisements to New Mangalore Port Authority to the Newspapers/periodicals and shall get the same published in the newspapers/periodicals prescribed by New Mangalore Port Authority on the date specified.
- 3.2.2 The agency must take tariff approved for all publications with approved rates before releasing to the publication from time to time and when rates are changed by the publication.
- 3.2.3 New Mangalore Port Authority shall choose the newspapers/periodicals and their editions in which the advertisement are to be published.

- 3.2.4 Advertising Agency must release the advertisement after approval from NMPA and only to the papers mentioned in the release order. The Advertisements must be published on the specified date or within specific time mentioned in the Release order.
- 3.2.5 The agency is solely responsible for any sort of legal complications arising due to their negligence, mistakes and consequences arising thereof on the parts of the agency. The agency at a later date shall not make any plea of ignorance of relevant laws and shall not blame NMPA for any such ignorance on their part.
- 3.2.6 The agency shall nominate a person/officer from the agency to be available to NMPA for liaison and the telephone number address etc., of such person shall be furnished to Secretary, NMPA.
- 3.2.7 The Service should be available all the time and when required by NMPA.
- 3.2.8 In case of non-acceptance of advertisement order, the same will be given to another agency in the panel and such non-acceptance will lead to termination from the panel.

**(Krishna Bapi R.G.)**  
Secretary i/c

#### **4.0 SPECIAL CONDITIONS OF CONTRACT (SCC):**

##### **4.1 PERIOD OF CONTRACT :**

4.1.1 The contractor shall carry out the work **releasing advertisement & other publicity related activities for New Mangalore Port** for a period of three (3) years from the date mentioned in the work order.

##### **4.2 Addition & Alteration–**

4.2.1 To take care of any change in the requirement during the period starting from issue of RFP till completion of contract NMPA reserves the right to increase or decrease the value/quantity of the required services without any change in the terms & conditions and prices quoted by the successful bidder. After awarding the contract, the value/quantity ordered can be increased or decreased by the NMPA.

##### **4.3 Advance Payments:**

4.3.1 No advance payments will be made.

##### **4.4 Fall clause –**

4.4.1 The Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for the services provided against the Rate contract – “We certify that there has been no reduction in rates of the services of description identical to the service provided to the Government under the contract herein and such services have not been offered by me/us to any person/organisation including the NMPA or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all Work orders placed during the currency of the Rate Contract at a price lower than the price charged to the NMPA under the contract.

##### **4.5 Special Terms and Conditions**

4.5.1 The Agency shall have the responsibilities for delivering the advertisements of New Mangalore Port Authority to the Newspapers/periodicals and shall get the same published in the newspapers/periodicals prescribed by New Mangalore Port Authority on the date specified.

4.5.2 The agency must take tariff approved for all publications with approved rates before releasing to the publication from time to time and when rates are changed by the publication.

- 4.5.3 The agency shall nominate a person/officer from the agency to be available to NMPA for liaison and the telephone number address etc., of such person shall be furnished to Secretary, NMPA.
- 4.5.4 The Service should be available all the time as and when required by NMPA.
- 4.5.5 In case of non-acceptance of advertisement order, the same will be given to another agency in the panel and such non-acceptance will lead to termination from the panel.
- 4.5.6 If the agency fails to observe the time limit prescribed by NMPA for publication of the advertisement, without valid reasons no bills will be entertained for such delayed advertisement.
- 4.5.7 Advertising agency must extend their services in all the working days and should be prepared to extend their services in the holidays also.
- 4.5.8 If the service provided by agency is found to be unsatisfactory at any time /or it is found that the information provided for empanelment is false, or the amount charged/claimed higher than the applicable tariff of the Newspaper/publications, NMPA will have the right to remove such agency from the empaneled list without further notice.
- 4.5.9 The agencies empaneled should also carry out other publicity related jobs if the employer desires so.
- 4.5.10 To publish advertisement /Tender Notice, etc. in English/Hindi and regional languages of all nature in the local newspapers, national newspaper.
- 4.5.11 Advertising Agency must release the advertisement after approval from NMPA and only to the papers mentioned in the release order. The Advertisements must be published on the specified date or within specific time mentioned in the Release order. To follow instructions of the NMPA in respect of the newspapers chosen as well as publication. New Mangalore Port Authority shall choose the newspapers/periodicals and their editions in which the advertisement are to be published.
- 4.5.12 To do all related work like spell/grammar checking, composing economic flawless layout etc. for the advertisement release and to adhere with the timeline of release.
- 4.5.13 Timely release of advertisement of all nature in the local newspapers, national newspapers at DAVP rates.
- 4.5.14 To ensure preparation of economic flawless layout.
- 4.5.15 To collect advertisement matter from NMPA.
- 4.5.16 To get the layout and proof approved from NMPA
- 4.5.17 Any other job related to advertising agency.
- 4.5.18 Contractor's failure:  
If the Contractor fails to fulfill any of the terms and conditions or the contractor is unable to give satisfactory services, the NMPA shall have the right to immediate terminate the



contract. The resultant extra expenditure, if any, incurred by the NMPA shall be made good by the contractor.

- 4.5.19 The agency is solely responsible for any sort of legal complications arising due to their negligence, mistakes and consequences arising thereof on the part of the agency. The agency at a later date shall not make any plea of ignorance of relevant laws and shall not blame NMPA for any such ignorance on their part.
- 4.5.20 The acceptance of the tender shall be communicated to the successful tenderer on approval of the competent authority.
- 4.5.21 The tender documents shall form the part of the agreement.

**(Krishna Bapi R.G.)**  
Secretary i/c

**PARTICULARS OF BIDDER:**

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

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

Signature & seal of the Bidder

TENDER FORM

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

To,

**The Secretary i/c,  
New Mangalore Port Authority,  
Panambur, Mangalore – 575 010.  
India**

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves with the conditions for the Tender “**EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE**”. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees/Performance Security to the extent of 03% (three percent) of the estimated price + GST in the manner set forth in the GCC of tender, if our tender is accepted.
3. We further undertake, to enter into and execute within 21 days of acceptance, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon, if our tender is accepted.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the Earnest Money Deposit (EMD) as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that NMPA is not bound to accept the lowest or any tender it may receive or cancel the bidding at its discretion.
9. We further declare and confirm that the bid is submitted after a careful reading of the tender document and having satisfied that contents are clear and unambiguous. It is further confirmed that we have received all clarifications and visited the premises before bidding.

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

Witness

**Signature:**

**Address:**

**FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To \_\_\_\_\_

**“EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**

Ref: \_\_\_\_\_

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) I/We have not been black listed/ debarred from any awarded services by any Public Sector Unit/ Government Department or any reputed firms.
- (i) I/We have not abandoned or suspended any awarded service of any organization earlier.
- (j) There is no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted/ debarred by any Govt. Organization or by any other reputed department.
- (k) We also undertake that, currently we don't have any litigation.
- (l) There are no discrepancies, incomplete or contradictory conditions in the tender documents and we are aware that no representation or grievance can be raised on this ground after submission of bid

Date:

Place:

Name of the Applicant : \_\_\_\_\_  
\_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_  
\_\_\_\_\_

**FORM OF AGREEMENT**

THIS AGREEMENT made at Mangalore this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN M/s. \_\_\_\_\_ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MAJOR PORT AUTHORITY, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
  - a) The said tender
  - b) The acceptance of tender
  - c) The conditions of Contract
  - d) The scope of work/specifications.
  - e) The Price schedule and all other Annexure
  - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”** in conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**. The Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned dated...../..../202 and contains with.....pages in all.

Signed, sealed and delivered  
by \_\_\_\_\_ for and on behalf of

(Contractor)  
COMPANY SEAL

Witness: 1.  
2.

**SECRETARY i/c**  
**For and On behalf of the NMPA**  
**(Board)**

Witness 1.  
2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Major Port Authority of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**. vide Work Order No. \_\_\_\_\_ (hereinafter called ‘the Contract’) to M/s. \_\_\_\_\_ **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) to Board, we the \_\_\_\_\_ Bank, full address of the bank to be mentioned (hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, \_\_\_\_\_ (Name of the Bank), do hereby undertake to pay Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_).
3. We, \_\_\_\_\_ (Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, \_\_\_\_\_(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Secretary/Secretary i/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_\_\_\_\_,all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, \_\_\_\_\_(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, \_\_\_\_\_(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_).
9. This Guarantee shall valid up to \_\_\_\_\_.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before \_\_\_/\_\_\_/202 .
11. The Bank Guarantee is encashable at our \_\_\_\_\_ branch at Mangalore, Karnataka

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

For



**Bank Information for E-Payment**

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

Signature and seal of the Bidder

**Annexure -7**

**DETAILS OF ONGOING CONTRACTS AT NMPA WHICH WILL BE VALID  
BEYOND 31-01-2023**

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

Sign & Seal of the Contractor

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

**FORMAT OF POWER OF ATTORNEY** (in original)

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

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

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

NOW KNOW THY AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Partners/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 Firm/Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“EMPANELMENT OF ADVERTISING AGENCY FOR RELEASING ADVERTISEMENT & OTHER PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts
- 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 Firm/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 Partners/Board of Directors) in terms of the powers delegated to me by the Partners/Board of Directors of (name of the Firm/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 Firm/Company.

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

## PART-III

Validate

Print

Help

[Item Wise BoQ](#)

Tender Inviting Authority: Office of the Secretary, Administration Department, NMPA, Panambur, Mangalore, Karnataka-575010

Name of Work: "EMPANELMENT OF ADVERTISEMENT AGENCY FOR RELEASING ADVERTISEMENT AND PUBLICITY RELATED ACTIVITIES FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE FOR A PERIOD OF THREE YEARS"

Contract No: 8/6/2022-23/ADVT/PLA-2 dtd: 03/02/2023

Name of the Bidder/ Bidding Firm / Company :					
<b>PRICE SCHEDULE</b>					
<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 Values only )</b>					
NUMBER #	TEXT #	TEXT #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Rate of Discount in percentage(%) in figures	Discount in Percentage in words
1	2	3	4	8	10
1	BOQ Particulars				
1.01	Discount in percentage on the total advertisement bill as per tariff published	Lumpsum	%		Zero Percent
<b>Note: -</b>					
(a) The bidders are advised to offer their best possible discount on Published in the tariff for the subject work.					
(b) The Highest Discount (H1) bidder will be decided upon by the highest discount offer by the particular Bidder.					
(c) GST /Taxes shall be claimed separately as applicable.					

(Signature of the Bidder)  
Name and Address

**PART-IV**

**NMPA BANK DETAILS FOR REMITTING EMD & TENDER FEES**

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

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

\*\*\*\*\*

**CHECK LIST****Tender No: 8/6/2022-23/ADVT/PLA-2****Dated: 03/02/2023**

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

<b>DETAILS OF DOCUMENT TO BE SUBMITTED</b>		<b>YES</b>	<b>NO</b>	
<b>TECHNICAL BID</b>	1	RTGS receipt of Cost of Tender & Earnest Money Deposit (EMD) or supporting document for exemption of EMD & Tender Fee as per clause 2.2.1(c).		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy		
	5	Tender Document sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure -- 1 -- Particulars of Bidder. b) Annexure -- 2 -- Tender Form c) Annexure -- 3 -- Format of Declaration d) Annexure -- 6 -- Bank information for E-payment e) Annexure -- 7 -- Details of ongoing Contracts at NMPA f) Annexure -- 8 -- Power of Attorney	-	
<b>PRICE BID</b>	<b>PART-III - Price Schedule (Online Mode Only)</b>			