



TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

NIT No. CIVIL/CE(C)/EE(C)/91/2022-23

E-Tender ID. 2023_NMPT_737182_1

Tender for

**PREPARATION OF DETAILED CONSULTANCY REPORT FOR EXTENSION OF
HEIGHTS OF PORT NAVIGATIONAL CHANNEL TRANSIT LIGHTS TOWERS**

THROUGH E-TENDERING MODE

E.M.D. : Rs. 29,500/-

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

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**NEW MANGALORE PORT AUTHORITY
PANAMBUR MANGALORE-575010
1 - NOTICE INVITING E-TENDER
NIT No. CIVIL/CE(C)/EE(C)/ 91/2022-23
TENDER ID: 2023_NMPT_737182_1**

NAME OF WORK: "Preparation of Detailed Consultancy report for extension of heights of Port Navigational Channel Transit Lights Towers"

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 firms fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the Consultancy Service for preparation of detailed consultancy report for Extension of Heights of Port navigational channel transit lights.

Minimum Eligibility Criteria:

Consulting Firms meeting the following minimum 'Eligibility Criteria', can submit the proposals:

- a. The applicant should have been provided Consultancy service experience to any organization of having successfully completed project of similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following:-

At least three similar completed consultancy services for the project costing not less than the amount equal to Rs.80.00 Lakhs each

or

At least two similar completed consultancy services for the project costing not less than the amount equal to Rs.100.00 Lakhs each

or

At least one similar completed consultancy services for the project costing not less than the amount equal to Rs.160.00 Lakhs

Note 1: Similar work(s) means Providing Consultancy or Detailed Engineering Services for any Civil Engineering Projects comprising of steel structures.

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

- b. 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.3.50 lakhs.

This should be certified by a chartered accountant. The details of the same shall be furnished as per the proforma provided vide Annexure – 5 of this document.

The financial capacity of bidders would be evaluated considering the

works in hand at NMPA. The port would award the work not exceeding the remaining financial capacity of the bidder. The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the Annexure-6.

In case the average turnover is Rs.3.00 Lakhs, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00 Lakhs.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover

Pertinent information is given in the following table:

i)	Earnest Money Deposit (EMD)	Rs.29,500/- (Rupees TwentyNine Thousand Five Hundred Only). The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid The benefit of Exemption of EMD to all Micro and Small Enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered.
ii)	Cost of Tender (Tender fee) [non-refundable]	Rs. 1120/- (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. The benefit of Exemption of 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 Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered.
iii)	Document download start date and time	05-04-2023 at 15.00 HRS
iv)	Seek clarification start date and time	11-04-2023 at 10:00 HRS
v)	Seek clarification end date and time	12-04-2023 at 15:00 HRS
vi)	Bid submission start date and time	19-04-2023 at 10.00 HRS
vii)	Bid submission closing date and time	26-04-2023 at 15.00 HRS
viii)	Date & time of opening of Cover - I : Technical Part - II : Financial	27-04-2023 at 15.30 HRS Shall be communicated separately.
ix)	Completion period	5 (Five) Months
x)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall pay the prescribed Earnest Money Deposit (EMD) of Rs.29500/- (Rupees TwentyNine Thousand Five Hundred 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.

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 id: yogindra.s@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. Prospective bidder who need clarifications on any specific issue, if any,

shall submit to the Executive Engineer (Civil), New Mangalore Port Authority, Panambur, Mangaluru-575010 before the date and time indicated in Online bid reference in writing and a copy of the same shall also be submitted through Email provided in Clause 1.8. No queries / clarifications shall be entertained after the date and time indicated in NIT.

Communications:

All communications including the submission of Proposal should be addressed to Executive Engineer (Civil), Civil Engineering Department, New Mangalore Port Authority, Panambur, Mangalore – 575 010 Karnataka (India)

Phone : 0824 2887306 / 2887308

Email : yogindra.s@nmpt.gov.in; The Official Website of the Authority is:
www.newmangaloreport.gov.in

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Executive Engineer (Civil)

2. INSTRUCTION TO PROSPECTIVE BIDDER

2.1 The General Information of New Mangalore Port

2.1.1 The Major Port of New Mangalore popularly known as NMPA is an all-weather port with an artificial lagoon type harbour situated at Panambur, Mangalore, Karnataka 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. 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 822ha & water spread area of about 120 ha.

The Port has 3 dock basins.

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

India, being a member state of International Maritime Organization (IMO), are obliged to provide and maintain appropriate aid to navigation for navigational safety. The Port navigational channel transit lights are essential for the pilots to continually monitor and fix the vessels position during the navigational passage through the channel. Therefore unimpaired visibility of transit lights is a very important factor for navigational safety in the Port.

Presently there are 7 Transit Towers with 3 towers on the center line of the channel namely FLL, MLL and RLL, two each on Northern side and Southern side namely NFTL, NRTL and SFTL and SRTL of the center line respectively (Drawing enclosed).

The details of the towers are as follows:

1. FLL (Front Leading Light) is building structure of base width 3.80m X3.80m and total height including steel structure above the building is 25.0m.
2. MLL (Middle Leading Light) is a building structure of base width 3.80m X3.80m and total height including steel structure above the building is 33.0m.
3. RLL (Rear Leading Light) is a steel structure over concrete pedestal having base width 3.40m X 2.40m and the total height of the structure is 36.0m.
4. NFTL and SFTL (North Front Tow Line and South Front Tow Line) is a steel structure over concrete pedestal having base width 2.0m X 2.0m and the total height of the structure is 10.0m.

5. NRTL and SRTL (North Rear Tow Line and South Rear Tow Line) is also steel structure over concrete pedestal having base width 2.0m X 2.0m and the total height of the structure is 12.0m.

2.1.2 Objective:

The transit marks are sign boards which are helpful in identifying the center line and sides of the navigational channel which has to be visible to the approaching vessels to the Port from the sea. They show directions to the Navigators of merchant ships, dredgers, coast guard, patrol vessels, survey vessels calling at our port in addition to our floating crafts.

Now due to recent developments of Ports such as installation of High Mast Lights against the Spending Beach background, stacking of Containers near the line - of - sight of the Transits, construction of Container Scanner etc., the visibility of Transit is hampered and the Transits are obscured against the presence of other objects in the background. There is a marked increase in the sizes of vessels calling at NMPA. The problem is further compounded during the Monsoon period, during hours of darkness and at times of poor visibility. This imperils navigational safety at the Port. In order to ensure uninterrupted visibility of the navigational channel transit lights, in the interest of safety of navigation at NMPA, increase in existing height of each transit tower would provide a clear view of the transit to navigate pilots.

Now Port has plans to extend the heights of transit towers as detailed below:

Sl. No.	Tower	Present Total Height (Both concrete & steel Structure)	Proposed Total height	Total Increase in Height
North Transit & South Transit				
1	Front	10 mtrs	15 mtrs	5 mtrs
2	Rear (Aft)	12 mtrs	17mtrs	5 mtrs
Centre Transit				
1	Front	25mtrs	30 mtrs	5 mtrs
2.	Middle	33mtrs	45mtrs	12mtrs.
3.	Rear (Aft)	36 mtrs	60mtrs	24 mtrs.

- 2.1.3 In view of the above, NMPA intends to appoint a Consultant Service for Extension of Heights of port navigational channel transit lights comprising of the following:

Part I

Carrying out structural stability/ health checkup of the RC structural elements and Steel structural members of the existing seven (7) nos.

of navigational channel Transit light Towers.

Part II

Carrying out the detailed design & estimation and submission of GFC drawings for new set of state of art technology transit light towers (incase the outcome of the studies mentioned in part I above is found Structurally not fit to increase the height).

2.1.4 New Mangalore Port Authority (NMPA) invites E-Tenders in two cover system from reputed Consultancy Firms fulfilling the Minimum Eligibility Criteria, for the tender Consultant Service for Extension of Heights of port navigational channel transit lights

2.1.5 The bidders before quoting shall visit New Mangalore Port and see for themselves the existing location and conditions of the transit towers to get the firsthand knowledge of the tower location, area, etc., in order to offer reliable service. The bidder shall not hold NMPA responsible for not furnishing/missing relevant information.

2.1.6 Pre-Qualification Criteria (PQC):

Bidders fulfilling the following minimum criteria shall only be eligible to participate in the price bidding. Though criteria mentioned above 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.

2.1.7 Power of Attorney:

The Applicant should submit a Power of Attorney as per the format at Annexure-2; provided, however, that such Power of Attorney would not be required if the Application is signed by an authorized 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 SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

2.2.1 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 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 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 Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered..
- 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 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 Udyam Registration Certificate or any other body specified by Ministry of MSME, 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.

2.2.2 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 12(Original power of attorney, Annexure-2 to 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, ESI, EPF and PAN Card.
5. Technical bid document along with amendments and clarifications.

2.2.3 Cover – II Detail (Finance)

Financial Bid (Price bid)

1. Price should be quoted in the BOQ template available in the portal (Appendix – II). 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.

2.2.4 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.

2.2.5 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.

2.2.6 Bid Due Date

Bid should be submitted on or before 1500 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.

2.2.7 Time for Completion:

The time frame for the Consultancy Service for preparation of detailed consultancy report for

Part I

Carrying out structural stability/ health checkup of the RC structural elements and Steel structural members of the existing seven (7) nos.

of navigational channel Transit light Towers is 3 months from the date of award.

Part II

Carrying out the detailed design & estimation and submission of GFC drawings for new set of state of art technology transit light towers (incase the outcome of the studies mentioned in part I above is found that the existing structure / tower is not sound enough to extend the height) is 5 months from the date of award.

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.

2.2.8 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.

2.2.9 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.

2.2.10 Bid Validity:

Bids shall remain valid for a period not less than one hundred twenty days (120 days) after the last date for online bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the

bidders' responses shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee. If the bidder does not willing to extend the bid validity period, the bid shall be rejected by the employer as non-responsive.

- 2.2.11 NMPA may insist providing RFID passes to all the personnel deployed in this work. The consultant has to arrange for the issue of the RFID passes to all staffs of his team of the work through NMPA.
- 2.2.12 Any other information regarding the above proposal can be obtained from the Chief Engineer (Civil), Superintending Engineer (Civil) and Executive Engineer (Civil) in person or on Telephone No. 0824-2887 301, 305 / 306 & e-mail (chiefengineer@nmpt.gov.in / 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 at least three days prior to the date of site visit for arranging wharf entry passes.

3. GENERAL CONDITIONS OF CONTRACT

- 3.1 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/NMPA" means Board of New Mangalore Port Authority, a body constituted under Major Port Authority Act, 2021, acting through its Chairman, Dy. Chairman or the Chief Engineer (Civil) or any other officer nominated by the Board.
- (b) "BIDDER/S" means the person or persons, firm, corporation, 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 there of or addition thereto or deduction therefrom as may be made under the provisions contained in the proposal document.
- (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) Consultancy services/Services/Assignment means the services to be provided by the Detail Engineers as detailed in this bid document and under Terms of Reference brought out in **Appendix-1** of this document.

3.1.1 NOTES:

- (l) 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.

3.2 Commencement and Completion of Assignments

The start date shall be 15 days from the date of issue of the award letter by the employer. However the work shall be commenced only after signing of contract agreement. The successful bidder shall carry out the same expeditiously at whatever point or points and in such portion as employer may direct. The time for completion of the work is with the completion of the tentative list of Contract packages designed by the Firm. The Firms shall strictly adhere to the time frame for the various activities pertaining to the project as detailed in the enclosed Bar Chart/Project Implementation Schedule. During the assignment the Consultant will submit report and presentations as per the terms of reference.

3.3 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.

3.4 Signing of Agreement

Within 21 days from the date of issue of LOA, the successful party shall furnish performance security in the form of bank guarantee as detailed in general condition and simultaneously sign formal agreement after payment of stamp duties as may be necessary by the successful bidder. Formats of bank guarantee (**Annxure-10**) and agreement (Annexure-11) are annexed to Bid document. The cost towards making 10 sets of agreement document shall be borne by the Consultant. The work shall be commenced only after signing of contract agreement

3.5 Taxes and Duties

The Consultant shall pay all taxes, levy, duty 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 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 completing the work. All such payments to be made by the Consultants are deemed to have been included/considered while quoting the proposal except GST which will be reimbursed as applicable over the quoted price.

3.6 Confidentiality

The Consultant 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 Consultants shall not divulge any such information without the prior written permission of NMPA authorities. The Consultant shall return all the documents received from NMPA from time to time after completion of the related works.

3.7 Suspension of Consultancy Services

If any of the following events shall have happened and be continuing, then NMPA may, by written notice to the Consultant, suspend in whole or in part, payment due thereafter to the Consultant under the contract.

- a) A default shall have occurred on the part of the Consultant in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of "force majeure" as referred to in Clause No.3.10 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

3.8 Termination of Consultancy Services:

3.8.1 Termination of Consultancy services by NMPA.

If any of the following events shall have happened and be continuing, then New Mangalore Port Authority may, by written notice to the Detail Engineer, terminate the contract.

- a) Any of the conditions referred to in Clause No.3.7 shall continue for a period of 14 days after NMPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the contract.
- b) In any event, NMPA may terminate the contract any time giving not less than 30 days (Thirty days) prior notice to the consultant.

3.8.2 Termination of the Consultancy services by the Consultant:

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

3.9 Termination procedure :

- a) Upon termination of the Contract under Clause-3.8 or receipt of notice of termination under Clause 3.8.1 or giving notice of termination under Clause-3.8.2 the Consultant 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 (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

3.10 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, Land Slides, Earth Quakes, Storms, Lightning, 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 (i) any event which is caused by the negligence or intentional action of a Party or such party's sub-Detail Engineers 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:

3.11 Responsibility of Consultant during the assignment:

During the validity period of the consultancy services, the Consultant shall hold discussions with the Engineer in Charge and submit the relevant documents as per the tender provisions.

3.12 Facility/ies to be made available to Consultant:

The Port Authority will not provide any facilities for occupancy etc.

3.13 Dispute between the Consultant and New Mangalore Port Authority:

In case of any dispute between the New Mangalore Port Authority and the Consultant, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Detail Engineers 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.

3.14 Performance Security

Within 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 Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or a Bank Guarantee of a Nationalized/ Scheduled Bank, enforceable and encashable at Mangalore for an amount equivalent to 5% of the awarded cost/ fee including GST as per the draft proforma annexed at Annexure- 10 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.

3.15 Fees / charges for services:

The Consultant shall be paid by the lumpsum fee / charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the **Appendix- 1** 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. (The GST will be reimbursed as per actual applicable from time to time for the work.)
- c) The above fees would include the fees and all out of pocket expenses incurred by the Consultant 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- 9" of the Tender Document.

3.16 Extension of Time for Completion, In the event of

- a) The amount or nature of extra or additional work, or
 b) Any cause of delay referred to in these conditions, or
 c) Any delay, impediment or prevention by the Employer, or
 d) Other special circumstances which may occur, other than through a default of or breach of contract by the Consultant or for which he is responsible, being such as fairly to entitle the Consultant to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the consultant, determine the amount of such extension and shall notify the Consultant accordingly, with a copy to the Employer.

3.17 Rate of Progress

If for any reason, which does not entitle the Consultant to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer shall so notify the Consultant who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Consultant shall not be entitled to any additional payment for taking such steps.

3.18 Completion Certificate:

Completion certificate shall be issued by the Employer on completion of all the tasks and submission of all reports/Drawings/documents as indicated in Terms of Reference enclosed at Appendix-I to this bid document, to the satisfaction of the Employer.

3.19 Approval of drawings, schedule and design calculation

All drawings/ design submitted should be approved by Engineer in charge. After approval only payment will be made. Such drawings should be coordinated with all disciplines of work.

3.20 Liquidated Damages:

If the consultant shall fail to complete the work within the time prescribed in the contract or extended time, as may have been granted by the Engineer, then the contractor shall pay to the Employer (New Mangalore Port Authority) a sum **0.20 %** of the contract price per day subjects a maximum of 10% of the contract price as liquidated damages for such default (and not as a penalty). The Employer (New Mangalore Port Authority) may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the consultant. The payment or deduction of such damages shall not relieve the

Consultant from his obligations to complete the works or from any other of his obligations and liabilities under the contract".

3.21 Insurance

- i. The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.
 - a) loss of or damage to the Works, Plant and Materials
 - b) loss of or damage to Equipment;
 - c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- ii. Policies and certificates for insurance shall be delivered by the contractor to the Engineer or his nominee for the Engineer or his nominee's approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- iii. If the contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- iv. Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.
- v. Both parties shall comply with all conditions of the insurance policies.
- vi. The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 5 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

- vii. The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- viii. Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- ix. The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- x. The Contractor is liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

Appendix-I**4. TERMS OF REFERENCES****A. Definition:**

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

4.2 "Firm / Firms" means the Engineering Firm appointed for the work of "Preparation of Detailed Consultancy report for extension of heights of Port Navigational Channel Transit Lights Towers".

4.3 Scope of work;

4.3.1 The following will be the detailed scope of work for the work of **preparation of detailed consultancy report for Extension of Heights of Port navigational channel transit lights towers:**

Part I – Structural stability study and health checkup of Towers

- A. Carrying out structural stability/ health checkup of the RC structural elements and Steel structural members of the existing seven (7) nos. of navigational channel Transit Beacon Towers using Ultrasonic Pulse Velocity (UPV) test, Core drilling test, Carbonation test, Half-cell potential Test and Evaluation of Chlorides, pH through concrete powder samples and steel NDT.
- B. Processing the NDT measured data and submission of detailed report inter-alia covering the outcome of the NDT/ condition assessment and recommendation on the feasibility for increasing the height of each transit beacon tower.
- C. Suggesting suitable Rehabilitation methodology for the distressed RC structural elements for all towers including Cost estimates, BOQ and specification if the results of the study for the existing 7 No's of Transit towers is found feasible to increase the height as per the requirement mentioned in the tender.

Part II – Design of New transit light towers

- A. Carrying out the detailed design & estimation and submission of GFC drawings for new set of state of art technology transit light towers (if the results of the study for the existing 7 No's of Transit towers is not feasible to increase the height as per the requirement mentioned in the tender). However, since, the front and rear of North and south transit towers are identical, detailed design, estimation and submission of GFC drawings as detailed above alone shall be carried out for one out of the identical towers and the adaptability of the same for the other set taking into account to site conditions, etc., shall be verified and, if need be, design, drawing & estimation shall be modified.

- B. Preparation of bill of quantities including detailed measurement sheets and detailed Estimate adopting prevailing KPWD Schedule of rates, wherever applicable. For items of work not available in KPWD Schedule market rates may be adopted and detailed rate analysis is to be made available for such items with necessary supporting quotations obtained from the market. For all MEP services, the detailed estimates and BOQs shall be prepared based on market rates. Rate analysis statement shall be prepared.
- C. Issue of clarifications, details etc. on the drawings as and when requested by NMPA
- D. All drawings shall be prepared in Auto CAD. The drawings shall be submitted in editable format and not in PDF form.
- E. It may be specifically noted that all "Good for construction" drawings and details including MEP, finishes and services connected with the project should be made available at the time of call of tenders for fixing the agency for executing the work. Detailed "Good for construction" structural drawings should be submitted with clarity on detailing of joints of structural elements including bar bending schedule. In case of Good for construction drawings needs changes during the execution the same shall be changed and new drawing shall be issued.
- F. No changes shall be made in the various drawings during the course of execution unless specifically desired, in writing, by NMPA.
- G. Any other details not mentioned above but required for satisfactory completion of the project.

4.4 Deliverables;

4.4.1 The Deliverables for the work of Consultancy Service for preparation of detailed consultancy report for Extension of Heights of port navigational channel transit lights as follows:-

1. Conceptual drawings.
2. Preliminary drawings for approval of NMPA.
3. Design Basis report for Structural design.
4. Detailed drawings for all structures and If required MEP services.
5. Detailed estimate for all structure and If required MEP services.
6. Tender documents.

4.5 Time Schedule

The time frame for the Consultancy Service for preparation of detailed consultancy report for

Part I

Carrying out structural stability/ health checkup of the RC structural elements and Steel structural members of the existing seven (7) nos. of navigational channel Transit light Towers is 3 months from the date of award.

Part II

Carrying out the detailed design & estimation and submission of GFC drawings for new set of state of art technology transit light towers (incase the outcome of the studies mentioned in part I above is found that the existing tower are not sound enough to extend the height) is 5 months from the date of award.

4.6 Terms of Payment

The schedule of recommended payment of fees is as under: stages of payment for the services are as under:

The schedule of recommended payment of fees is as under: stages of payment for the services are as under:

Part I

- i. 20% of total quoted value on submission of draft final Report for Part I covering field study report as mentioned in Part I A) and B) on structural stability / health checkup for all towers. The following payment will be applicable for Part I (C).
- ii. I) North Transit & South Transit
 - a. North Front -2.5%
 - b. North Rear (Aft)-2.5%
 - c. South Front – 2.5%
 - d. South Rear (Aft)-2.5%
 II) Centre Transit
 - a. Front - 5%
 - b. Middle - 5%
 - c. Rear (Aft)- 5%
- iii. 5% of total quoted value after submission of Final Report for Part I.

Note: Consultant shall submit the final report after approval of draft final report by NMPA.

Part II

- i. The following payment will be applicable for Part II
 - I) North Transit & South Transit
 - a. North Front -2.5%
 - b. North Rear (Aft)-2.5%
 - c. South Front – 2.5%
 - d. South Rear (Aft)-2.5%

II) Centre Transit

- a. Front - 5%
- b. Middle - 5%
- c. Rear (Aft)- 5%

- ii. 25% of total value of Part II after submission of Final Report for Part II as per the Tender requirement.

Note: Consultant shall submit the final report after approval of draft final by NMPA.

Generally payment of fees will be made by the Employer by RTGS/ NEFT within 30 days of the same becoming due against invoice after approval from competent authority.

Appendix II

Financial Bid

Tender Inviting Authority:		Office of the EE(C), Technical Cell, Civil Engineering Department, NMPA, Panambur, Mangalore, Karnataka-575010			
Name of Work:		Consultancy Service for preparation of detailed consultancy report for Extension of Heights of port navigational channel transit lights.			
NIT No.		CIVIL/CE(C)/EE(C)/91/2022-23			
Name of the Bidder/ Bidding Firm / Company :					
(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)					
Item No	Item Description	Quantity	Unit	Rate (inRs.)	Amount (in Rs.)
1	Carrying out structural stability/ health checkup of the RC structural elements and Steel structural members of the existing seven (7) nos. of navigational channel Transit light tower as per scope of work, mentioned in clause 4.3, for both Part I and Part II	1 (Job)	Lump Sum		
TOTAL Rs.					

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 in stage- wise considering the percentage of progress as detailed in clause 4.6 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
- vii. The bidder shall study the Scope of work mentioned in this tender Document for respective works and comply with requirements mentioned therein
- viii. Issue of clarifications, details etc. on the drawings as and when requested by NMPA
- ix. Site visits/attendance in project review meetings as and when needed. No extra cost shall be paid for the same.
- x. All drawings shall be prepared in Auto CAD including building information modeling (BIM) using Rivet software (Architectural/structural/MEP) and the soft copies should be submitted to NMPA for approval. The drawing shall be submitted in editable format and not in PDF form.
- xi. It may be specifically noted that all "Good for construction" drawings and details including MEP, finishes and services connected with the project should be made available at the time of call of tenders for fixing the agency for executing the work. Detailed "Good for Construction" structural drawings should be submitted with clarity on detailing of joints of structural elements including bar bending schedule. In case of Good for construction drawings needs changes during the execution the same shall be changed and new drawing shall be issued.
- xii. No changes shall be made in the various drawings during the course of execution unless specifically desired, in writing, by NMPA.
- xiii. Any other details not mentioned above but required for satisfactory completion of the project.

LETTER OF SUBMISSION - COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)

Date:

To,

The Executive Engineer (Civil),
New Mangalore Port Authority,
Administration Building,
Panambur, Mangalore – 575 010

Sir,

Sub: The Work of Consultancy Service for preparation of detailed consultancy report for Extension of Heights of port navigational channel transit lights towers – Reg.

Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- i. Tender Document along with Addendum No -----,
- ii. Power of Attorney - (Annexure - 2)
- iii. Organizational details (annexure – 3)
- iv. Details to fulfill the "Minimum Eligibility Criteria" and certificates – (Annexure -4)
- v. Average Financial turnover over the last three financial year - (Annexure 5)
- vi. List of ongoing works in NMPA (Annexure – 6)
- vii. Declaration – (Annexure – 7)
- viii. Bid Security / EMD Paid by RTGS/NEFT vide UTR No.....dtd. of (name and address of the branch).
- ix. Banker's Details – Annexure 8 & 9
- x. Tender fee paid by NEFT vide vide UTR No.....dtd. of (name and address of the branch).

Signature
(Authorised Signatory)

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)

ORGANIZATION DETAILS

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:

2. Address:

Telephone No. :

Fax No.

3. Description of Applicant

(for e.g. General, Civil Engineering

Contract or Joint Venture/Consortium etc.)

4. Registration and Classification of Contractors:

5. Name and address of bankers:

6. Number of years of experience as a general contractor:-

In own Country:

Internationally:

7. Number of years of experience as a sub-contractor:

Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:

8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.

9. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Signature
(Authorised Signatory)

Annexure - 4**Details of Eligible Assignments of the Applicant****(Refer para 'a' of Minimum Eligible Criteria)**

Tenderer shall furnish Details of "eligibility works experience" as per Minimum Eligible Criteria (MEC) certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

Description	Bidder to fill up the details here
Name and Address of the Client	
Title of the Eligible Assignment	
Date of completion of the Eligible Assignment	
Project Cost	
Reference No of the enclosed work order	
Reference No of the enclosed Client work Completion Certificate	
Reference No of any other documentary evidence; if enclosed.	
Name, telephone no, telefax no and email address of the client's representative	
Description and Scope of Work	

Instructions:

- i. The applicant should provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria Minimum eligibility of the Tender".
- ii. A separate sheet should be filled for each of the eligible assignments.
- iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

Signature
(Authorised Signatory)

FINANCIAL CAPABILITY

(Refer para 'b' of Minimum Eligible Criteria)

(A) Net worth & Average Annual Turnover of the Bidder

Sl.No	Financial Year	Annual Turnover(Rs.)
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for).

Year 1 will be the Financial Year 2021-22.

Year 2 shall be the year immediately preceding Year 1 and

Year 3 shall be the year immediately preceding Year 2.

The Bidder shall provide audited Annual Reports as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the "Cash Flow Demand" for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A
(Authorized Signatory)

Signature

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

The Tenderer shall furnish in the format given below details of works being carried out by him at the time of bidding in NMPA

Sl. No.	Name of work	Work order No. and Date	Value of Work Order in Rs.	Average annual financial turnover as per MEC for the work

Consultant

BID DECLARATION

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

i. I have read the tender document and agreed to the terms and conditions mentioned therein.

ii. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.

iii. 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.

iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - XII**

vi. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should

take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work

vii. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules

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

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Annexure-8

DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

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	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Photostat 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

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]1

_____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this
..... day of

Signature and seal of the guarantor _____

Name of Bank _____

Address _____ Date _____

1 . An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20__ BETWEEN New Mangalore Port Authority (hereinafter called "the Employer") of the one part and _____

(hereinafter called "the Contractor") of the other part WHEREAS the Employer is desirous that certain works should be executed by the Contractor, Viz----- and has accepted a Tender by the Contractor for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs

NOW THIS AGREEMENT WITNESSETH as follows:

1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions 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 Letter of Acceptance;
- b) The Said Tender (Technical Bid);
- c) The Conditions of Contract (Parts I and II)
- d) The Specifications;
- e) The Drawings;
- f) The Bill of Quantities and
- g) The Addenda

h) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.

3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable

under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws.

This document contains pages in all. This agreement is assigned No. CEA /20XX-XX.

The Common Seal of

was hereunto affixed in the presence of :

INDEMNITY BOND

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

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

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

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

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

The Indemnifier shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments

rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen’s Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address



