



TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

NIT No. CIVIL/CE(C)/EE(C)/95/2022-23

E-Tender ID : 22023_NMPT_762781_1

Tender for

"WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY
FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR
2023-24, 2024-25 AND 2025-26 (3 YEARS)"

THROUGH E-TENDERING MODE

Tender Amount	:	Rs. 32,87,847/-
E.M.D.	:	Rs. 77,600/-
Tender Fee	:	Rs. 560/-



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NEW MANGALORE PORT AUTHORITY

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"WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY
FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR
2023-24, 2024-25 AND 2025-26 (3 YEARS)"

Volume - I

Contents

SECTION I.....	6
i) NOTICE INVITING TENDER	6
ii) INSTRUCTIONS TO TENDERERS.....	10
1. Instructions for E-Tendering.....	10
2. Instructions To Tenderers (General)	19
3. Annexures.....	39
4. Conditions of the contract.....	70

**NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

NIT No: CIVIL/CE(C)/EE(C)/95/2022-23 Date: 20-07-2023

TENDER ID: 2020_NMPT_598388_1

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the agency fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)

i)	Estimated Amount put to Tender	Rs 32,87,847/-
ii)	Earnest Money Deposit (EMD)	Rs. 77,600/- (Rupees SeventySeven Thousand Six Hundred Onlyseventeen thousand five hundred) EMD shall be paid by NEFT in favour of F.A. & C.A.O., NMPT. Scanned copy should be uploaded along with bid.
iii)	Cost of Tender (Tender fee)	Rs.560/- (Rupees Five Hundred Sixty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPT. Scanned copy should be uploaded along with bid. The benefit of exemption of EMD and Tender fee to all Micro and MSME Enterprises registered with District Industries Center (DIC) of 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 Udyam registration Certificate or any other body specified by the Ministry of MSME will be considered on submission of certificate. Micro and Small Enterprises (MSE) will upload with their offer the proof of their being MSE registered.
iv)	Document download start date and time	20-07-2023 at 15.00 HRS
v)	Seek clarification start date and time	24-07-2023 at 10.00 HRS
vi)	Seek clarification end date and time	25-07-2023 at 15.00 HRS
vii)	Bid submission start date and time	03-08-2023 at 10.00 HRS
viii)	Bid submission closing date and time	10-08-2023 at 15.00 HRS
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	11-08-2023 at 15.30 HRS Shall be communicated separately.
x)	Completion period	Three years, Every year maximum 32 Days for Pre survey & maximum 32 for Post Survey.
xi)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Amendments to the tender (if any) will be issued only through web site.

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

and

[https://www.eprocure.gov.in/eprocure/app_of CPP Portal](https://www.eprocure.gov.in/eprocure/app_of_CPP_Portal)

-sd-

EXECUTIVE ENGINEER (CIVIL)

NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/95/2022-23 Date: 20-07-2023

TENDER ID: 2020_NMPT_598388_1

SECTION I

i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through

<https://www.eprocure.gov.in/eprocure/app> of CPP portal from the agency fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Witnessing and certifying the pre and post hydrographic survey work as a third party agency WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)

The Purpose of this RFP is to select a qualified Third Party survey agency for monitoring the bathymetry survey works during the dredging contract.

The scope of work

The brief scope of the proposed assignment to be carried out by the Third party agency are as given below:

- To supervise verify and approve the calibration for survey equipments as per Dredging Contract.
- To supervise and approve pre dredge and Post dredge surveys for the dredging Contract.
- Approve and certify the bathymetry charts prepared after each bathymetry survey as per Dredging Contract.

Minimum Eligibility Criteria:

- i. The tenderers must have experience of having successfully completed *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 works costing not less than the amount equal to Rs. 13.20 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 16.45 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 26.35 lakhs

Note1:*Similar Works means Carrying out hydrographic survey / witnessing and certifying the hydrographic survey.

- ii. Average Financial turnover of the tenderer over the last three financial years 2019-20, 2020-21 and 2021-22 shall be at least Rs.9.90lakhs.
- iii. **The bidders may note that, in case, if their services are provided to the agency executing the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years), their bids shall not be considered for evaluation.**

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs 3287847/-
ii)	Earnest Money Deposit (EMD)	Rs. 77600/- (Rupees SeventySeven Thousand Six Hundred Only) EMD shall be paid by NEFT in favour of F.A. & C.A.O., NMPT. Scanned copy should be uploaded along with bid. Rs.560/- (Rupees Five Hundred Sixty

iii)	Cost of Tender (Tender fee)	<p>Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPT. Scanned copy should be uploaded along with bid. Scanned copy should be uploaded along with bid.</p> <p>The benefit of exemption of EMD and Tender fee to all Micro and MSME Enterprises registered with District Industries Center (DIC) of 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 Udyam Registration certificate or any other body specified by Ministry of MSME will be considered on submission of certificate. Micro and Small Enterprises (MSE) will upload with their offer the proof of their being MSE registered.</p>
iv)	Document download start date and time	20-07-2023 at 15.00 HRS
v)	Seek clarification start date and time	24-07-2023at 10.00 HRS
vi)	Seek clarification end date and time	25-07-2023at 15.00 HRS
vii)	Bid submission start date and time	03-08-2023 at 10.00 HRS
viii)	Bid submission closing date and time	10-08-2023 at 15.00 HRS
ix)	Date & time of opening of	

	Cover -I : Technical Part - II : Financial	11-08-2023at 15.30 HRS Shall be communicated separately.
x)	Completion period	Three years, Every year maximum 32 Days for Pre survey & maximum 32 for Post Survey.
xi)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 560/- (Rupees Five Hundred Sixty Only) by NEFT in favour of F.A. & C.A.O., NMPA. .NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: yogindra.s@gmail.com / chiefengineer@nmpt.gov.in,

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

-sd-

Executive Engineer (Civil)

NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/95/2022-23 Date: 20-07-2023

TENDER ID: 2020_NMPT_598388_1

ii) INSTRUCTIONS TO TENDERERS

1. Instructions for E-Tendering

1. Special instructions to the bidders for the e-submission of the bids online through this e-procurement portal

This is an e-procurement event of NMPT. 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.

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. 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. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. 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.
9. Bidder should arrange for the 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.

The benefit of exemption of EMD and Tender fee to all Micro and MSME Enterprises registered with District Industries Center (DIC) of 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 udyam Registration Certificate or any other body specified by Ministry of MSME will be considered on submission of certificate. Micro and Small Enterprises (MSE) will upload with their offer the proof of their being MSE registered.

10. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. 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. 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. 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. 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. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

17. 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. 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. 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.
20. 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. 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. 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 to all Micro and small enterprises (MSE) will be considered. The bidders shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC)

or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

2. Cover – I Details

Tender document, including quoted bid price have to be submitted online only through <https://www.eprocure.gov.in/eprocure/app> before deadline for online submission of bid.

The Tender shall be submitted in two covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid: The following details pertaining to Techno Commercial Bid shall be uploaded online.

Techno Commercial bid: Shall contain all the documents Technical bid should not contain Price Bid. “Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.
- b) RTGS payment details for payment of Earnest Money Deposit for Rs 77600/- (Rupees SeventySeven Thousand Six Hundred Only) NEFT details towards the Tender fee for Rs 560/- (Rupees Five Hundred Sixty Only including VAT at 12%).

- c) Power of Attorney in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by a authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- d) Letter of Submission- Covering letter
- e) Organization Details (vide Annexure 3)
- f) Details of "Minimum eligibility criteria" as per Clause 12 of "Instruction to Tenderers and certificates (work order along with Client Certificates / work" completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted; Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for "Minimum eligibility". A separate sheet should be filled for each of the eligible assignments. The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
- g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years (2019-20, 2020-21 and 2021-22) (vide Annexure-5).
- h) Bidder shall furnish a list of the supervisory personnel he intends to deploy with their Bio- data having experience in surveying.
- i) A declaration to the effect that

- i. I have read the tender document Vol. I & Vol.II and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation 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 organisation 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.
- 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.
- ix. **We are not providing services to the agency executing the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)" for carrying out hydrographic Survey.**

3. Cover – II - PRICE BID (Bill of Quantities)

Price should be uploaded in e-portal only (website <https://www.eprocure.gov.in/eprocure/app> of CPP portal.) Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

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 NMPT. 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.

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 Employer 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 Employer 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 the Chief Engineer 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. Instructions To Tenderers (General)

1. Introduction:

The Employer desires that Maintenance dredging of the outer approach channel, lagoon including new dock arm, in front of Berth No. 8

(extension lagoon), old dock arm (Eastern dock) and berth face dredging are to be carried out to achieve the desired depths. The area to be dredged will be divided into four zones as shown in the enclosed chart i.e. Outer Approach Channel of width 245 meters and length 7500 meters into three zones, Zone - I to Zone - III each 2500 meters out of which zone - I it may extend beyond 7500m towards sea which depends upon the shift of the (-) 15.40 mCD. Contour. These areas are to be dredged from existing level to a depth upto (-) 15.40 mCD. The lagoon including new oil dock arm and also in western dock arm (Between Berth No. 15 & 16) is as one Zone i.e. Zone IV, and this area is to be dredged from existing level to a depth up to (-) 15.10 mCD. in front of Berth No. 8, area to be dredged from existing level to a depth upto (-) 14.00 mCD as required by the Engineer/Marine department at the time of execution. The material dredged shall be transported and dumped at the designated dumping ground in the sea where depth of water is not less than (-) 20 m contour. The location of the dumping ground is North West of the channel as shown in the location / layout drawing. Dredging limits of the area are also marked in the same drawing.

The dredging work is planned to commence in the month of October every year. Considering the quantum of work and the sensitivity of the project, it is decided to appoint third party survey agency for supervising and monitoring the bathymetric survey works for the dredging contract. The third party survey agencies shall be responsible for verifying and ensuring the quality/ accuracy of all the bathymetric survey works during the project period.

The Purpose of this RFP is to select a qualified Third Party survey agency for monitoring the bathymetry survey works during the dredging contract

The objective of this assignment is supervision and certification of the pre dredge and post dredges surveys to be carried by the dredging

contractor, ensure the quality of surveys and verify, approve and certify the charts thus prepared for calculating the dredging quantities during the dredging contract. These certified charts shall form the basis for payment of bills of dredging contractor for the maintenance dredging in navigation channel and item rate basis bill for the maintenance dredging inside NMPT channel and berth basin.

2. Applicants:

Consultant who wish to bid for the tender for the contract work should apply for the tender document. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract document.

3. Invitation for Bids:

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the works detailed in the NIT through e-tender mode only.

4. Purchase of Tender Documents:

Tender document can be downloaded from NMPA website www.newmangaloreport.gov.in, & <https://www.eprocure.gov.in/eprocure/app> of CPP portal

5. One Bid per Bidder:

Each bidder shall submit only one bid for one package. Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified

6. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs

7. Site visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering

into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

8. Content of Bidding Documents:

Tender Document will consist of:

Volume I	<ul style="list-style-type: none"> i. Notice Inviting Tenders ii. Instructions to Tenderers iii. Annexure (A, B & 1 to 12) iv. General Conditions of Contract
Volume II	<ul style="list-style-type: none"> i. Bill of Quantities ii. Specimen for form of Bid

Any **indication** of "Quoted price" in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted, upload the entire document on the e- portal only.

9. Clarification of the Bidding Documents:

The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer (Civil) in writing, so as to reach before seek clarification end date and time. It is to be noted that queries asked after seek clarification end date and time will not be answered. Employer's clarifications shall be furnished in the CPP e-portal or shall be issued a corrigendum / addendum in the web site after closing date of online pre-bid meeting without identifying the source.

10. Amendment of Bidding Documents:

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum / Corrigendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each

addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder

11.Preparation of bids:

All documents relating to the bid shall be in the English language.

12. Minimum Eligibility Criteria:

a) The tenderers must have experience of having successfully completed *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 works costing not less than the amount equal to Rs. 13.20 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 16.45 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 26.35 lakhs

Note1:*Similar Works means Carrying out hydrographic survey / witnessing and certifying the hydrographic survey.

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

b) Average Financial turnover of the tenderer over the last three financial years 2018-19, 2019-20 and 2020-21 shall be at least Rs.9.90lakhs.

c) The bidders may note that, in case, if their services are provided to the agency executing the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 &

2025-26 (3 Years), their bids shall not be considered for evaluation. The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The financial capacity to be 3.33 times 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. 3.00crores, the financial capacity of the contractor will be considered as (3×3.33) Rs.10.00crores.

Illustration:- Average turnover for 3 years is the Financial capacity or construction will be $3.00 \text{ cr} (3 \times 3.33)$ i.e 10.0crores.

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

Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the year of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Work completion certificate issued by a private organization shall be considered, only if Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed along with the tender. In case work executed on subcontract, only approved or authorized subcontract shall be considered for eligible assignment.

A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be submitted.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

13. Bid Prices: The contract shall be for the whole works as described in based on the priced Bill of Quantities submitted through CPP e-portal by the Bidder .The Bidder shall fill in the percentage of Excess or Less in the Bill of Quantities through CPP e-portal. Items for which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. The Bidders shall note that the Form of Tender annexed in Volume-I is for their information. The amount tendered for shall not repeat and not to be indicated in this form in Volume - I submission.

14. Currencies of Bid and Payment: The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

15. Bid Validity:

Bids shall remain valid for a period not less than one hundred Eighty 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 or by cable. 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

16. Bid Security / EMD:

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/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore

NMPA Bank Details.

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

The technical Bid shall be accompanied by the Bank Guarantee or RTGS/NEFT deposit details towards Earnest Money Deposit of Rs. 77600/- (Rupees SeventySeven Thousand Six Hundred Only) as stipulated in the tender. The tender without EMD shall be treated invalid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. The bidder shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.

In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 120 days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.

The Earnest Money Deposit of unsuccessful bidder shall be returned without interest on conclusion of contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

The Bid Security of a successful bidder will be forfeited in the following cases:

- a) If the bidder withdraws his Tender during the period of bid validity.
- b) In case of a successful tenderer fails
 - i) to commence the work, apart forfeiture of other claims
 - ii) within the specified time limit to sign the Agreement or furnish the required Performance Security and Submission of statutory documents. In the event of forfeiting the EMD / SD / LD and

while imposing penalty GST as applicable will be collected.

17.No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents.

18.Format and Signing of Bid:

The Bid shall be in online mode. The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer

19.Bid Submission:

Tender document, including quoted bid price have to be submitted online only through e-portal before deadline for online submission of bid.

The Tender shall be submitted in two covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid: The following details pertaining to Techno Commercial Bid shall be uploaded online.

Techno Commercial bid: Shall contain all the documents Technical bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.
- b) NEFT payment details for Earnest Money Deposit for Rs 177600/- (Rupees SeventySeven Thousand Six Hundred Only) NEFT details towards the Tender fee for Rs 560/- (Rupees Five Hundred Sixty Only including VAT at 12%).
- c) Letter of Submission- Covering letter

- d) Power of Attorney (in original) in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by a authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- e) Organization Details (vide Annexure 3)
- f) Details of "Minimum eligibility criteria" as per Clause 12 of "Instruction to Tenderers and certificates (work order along with Client Certificates / work" completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted;
- Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for "Minimum eligibility". A separate sheet should be filled for each of the eligible assignments.
- The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
- g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years.
- h) Bidder shall furnish a list of the supervisory personnel he intends to deploy with their Bio-data having experience in surveying.
- i) A declaration to the effect that
- i. I have read the tender document Vol. I & Vol.II and agreed to

- the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation 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 organisation 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.
 - 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.
- ix. We are not providing services to the agency executing the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)" for carrying out hydrographic Survey.

Cover II : PRICE BID : shall contain only the Price.

LAST DATE FOR SUBMISSION OF ONLINE TENDER : is as per the date mentioned in the NIT. NMPT may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.

20. Deadline for Submission of the Bids:

The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through e-portal. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. rice should be uploaded in e-portal. Any indication of 'Quoted price' in the

online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation. The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21.Late Bids:

The tenderer should ensure that their tender is received online at NMPT before the deadline prescribed in **Clause 20**. The time that is displayed from the server clock in e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

22.Modification and Withdrawal of Bids:

- a. Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **Clause 20**.
- b. No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.
- c. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the Bid Security.
- d. Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

23. Bid Opening - Technical Bid:

On the due date and time as specified, the Employer will first open Techno Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

In the first instance the Techno Commercial Bid containing the RTGS payment or Bank Guarantee details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation.

If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

24. Bid Opening – Price Bid:

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time. If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPT tender for a period of two years

25. Clarification of Bids:

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

Employer reserves the right to reject any Bid, if the Bidder does not provide, within the time specified by the Employer, the clarification sought for by the Employer for proper evaluation of the Bid.

26. Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, NMPT will determine whether each Bid

- a. meets the eligibility criteria as defined in Clause 12.
- b. has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
- c. is accompanied by the requisite Bid security and;
- d. is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way the scope, quality or performance of the Works;
- ii. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the

Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors: (Not Applicable)

28. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Making any correction for errors pursuant to Clause 27 (not applicable)
- b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

29. Alteration of tender documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

30. Alternative conditions and Proposal:

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part II: Price Bid of such Bidder's will not be opened.

31. Award of Contract:

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

- a) Eligible in accordance with the provisions of Clause 12, and
- b) Qualified in accordance with the provisions of Clause 12.

32. Notification of Award:

1. The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Third party survey agency in consideration of the Supervision, verification and approval of the hydrographic survey works by the dredging contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
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 provisions of Clause 33.
3. The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 28 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The third party survey agency shall make 10 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement. No work shall be executed before signing of contract agreement.

33. Release of Bid Security / EMD:

The Earnest Money Deposit of unsuccessful bidder shall be returned (in case of BG) or refunded without interest as early as possible by

RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

34. Performance Security:

- i) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 5% of the Contract price including GST, as applicable rounded off to the nearest 1000.
- ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA. The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-B.

35. Fraud and Corrupt Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's

Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- ii. engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the

Selection Process;

- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "undesirable practice" means
 - i. establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - ii. having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

36.Rejection of Tender:

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

37.Submission of statutory documents

"The successful bidder, with in 7 (Seven) days from the date of work order, shall submit self-attested copy of statutory documents such as PAN card, GST registration certificate, ESI registration certificate, EPF registration certificate, Labour Identification Number (LIN) and any other documents required for successful completion of work"

3. Annexures

Annexure – A (Not applicable to this contract)

To

The Chief Engineer (Civil),
New Mangalore Port Authority,
A.O. Bldg., Panambur,
Mangalore, Karnataka – 575 010.

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ (hereinafter called "the Bidder") has submitted his bid dated _____ for the *Name of Work* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *Name of Bank* having our registered office at *Address of the Bank* (hereinafter called "the Bank") are bound unto New Mangalore Port Authority (hereinafter called "the Employer") in the sum of ` _____ (Rupees _____) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

or

- c. does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ i.e., 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above, Our liability against this guarantee is restricted to ` _____ (Rupees _____) 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. And the guarantee shall be en-cashable at Mangalore.

IN WITNESS WHEREOF this guarantee has been duly executed on the _____ day of _____ 20____.

Notwithstanding anything contained hereinabove,

- (a) Our liability under this Bank Guarantee shall not exceed ` _____ (Rupees _____).
- (b) This Bank Guarantee shall be valid upto _____.
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.

Dated

For *Name of the Bank*

PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEE executed on this _____ day of _____ 20 ____ at _____ by *Name & Address of the Bank* and having a branch at *Address* (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

IN FAVOUR OF:

THE BOARD OF TRUSTEES, NEW MANGALORE PORT TURST, a body corporate constituted under the provisions of the Major Port Authorutys Act, 1963 and having their Administrative office at Panambur, Mangalore – 575 010, D.K., Karnataka (hereinafter referred to as “The Board”) which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

WHEREAS:-

- (a) The Board, vide its Notice Inviting Tender dated _____ invited Bidders to bid for *Name of Work* (hereinafter called “the Contract Agreement”).
- (b) After evaluation of the bids received in response to the Tender dated _____ the Board accepted the Bid of *Name & Address of the Contractor* (hereinafter referred to as “the Contractor”) and issued Letter of Acceptance (LOA) vide No. _____ dated _____ for commencement of the said contract work.
- (c) In terms of the LOA and the Contract Agreement to be entered between the Board and the Contractor, the Contractor is required to furnish to the Board, a Performance Guarantee being an

unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank having its branch at Mangalore for a sum of ` _____ (Rupees _____ only) as security for due and punctual performance/discharge of the obligations by the Contractor under the said Contract Agreement.

- (d) At the request of the Contractor and for valid consideration; the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the said Contract.

NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:

1. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual performance by *Name of the Contractor* (the Contractor) of all its obligations under the Contract Agreement.
2. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding ` _____ (Rupees _____ only) the immediately on receipt of a written request therefore from the Board stating that the Contractor has failed to meet its performance/obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee, subject to however to a limit of ` _____ (Rupees

_____ only). The Board shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until _____ or within a claim period of 3 months after the date of expiry of this Guarantee.

3. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the Board or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractor/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.
5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier by the Board in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in

aggregate shall be limited to a sum of `_____ (Rupees _____ only).

7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, re-coupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The Guarantor warrants that it has the powers to issue this Guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted to them.
9. This Guarantee shall be governed by and construed in accordance with the Laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Karnataka at Bangalore for the purpose of any suit, action or other proceedings arising out of this Guarantee or the subject matter hereof, brought by the Board or its successors or assigns.

Notwithstanding anything contained herein above:

- (a) The Guarantor's liability under this Guarantee shall not exceed _____ (Rupees _____ only)(above bank guarantee en-cashable at Mangalore).
- (b) This guarantee shall valid upto _____ and remains in full force until a claim period of three months after the date of expiry of the Guarantee.
- (c) The Guarantor shall be released and discharged from all liability under this guarantee unless a written claim or demand is issued to the Bank on or before _____ at _____(the Guarantor).

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE
WRITTEN.

For Name of the Bank

ForName of the Bank

Authorized Signatory
Signatory

Authorized

Place:

Place:

Date:

Date:

Name:

Name:

Designation:

Designation:

SPECIMEN FOR FORM OF BID (Revised)

(To be executed on bidder's letter head)

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alteration to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.:
[insert Tender number and Title]

To
The Chief Engineer (Civil),
New Mangalore Port Authority,
Administration Building,
Panambur, Mangalore – 575 010
Karnataka State
Sir,

Sub: The work of “Witnessing and certifying the pre and post hydrographic survey work as a third party agency WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)”

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes]*;

- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no.{insert Tender no.}}*;
- (c) Our tender shall be valid for the period of time specified in **IT - Clause 15** from the date fixed for the Tender submission deadline in accordance with **IT- Clause 20** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **IT - Clause** .
- (d) If our tender is accepted, we commit to submit a performance guarantee in accordance with **IT - Clause 34** for the due performance of the Contract, as specified in specimen form for the purpose;
- (e) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and Contractor]*;
- (f) We have no conflict of interest in accordance with **tender clause**
- (g) Our firm, its affiliates or subsidiaries – including any subcontractors or Contractors for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.
- (h) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **IT Clause 18** and as per specimen form the purpose;

- (i) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (j) We also make a specific note clauses of ***[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]*** under which the Contract is governed.
- (k) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No. and mail-Id and also the Complete Postal Address of the Firm.
- (l) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

**ON STAMP PAPER of Rs 100/-
NEW MANGALORE PORT AUTHORITY**

“Witnessing and certifying the pre and post hydrographic survey work as a third party agency WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)”

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 ME 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 “Witnessing and certifying the pre and

post hydrographic survey work as a third party agency
 WITNESSING AND CERTIFYING THE PRE AND POST
 HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY
 FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR
 2023-24, 2024-25 AND 2025-26 (3 YEARS)

- 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)

NEW MANGALORE PORT AUTHORITY

“WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY
FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR
2023-24, 2024-25 AND 2025-26 (3 YEARS)”

ORGANIZATION DETAILS

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

1. Only for Individual Bidders

1.1 Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- Power of attorney of signatory of Bid (Attach)

2. Turnover of the Firm

Year	Turn over
<i>[INSERT THE YEARS AS PER PQC, i.e. LAST THREE FINANCIAL YEARS ENDING 31ST MARCH OF THE PREVIOUS YEAR]</i>	

Attachments: Financial reports for the last **three** years: balance sheets, profit and loss statements, auditor's reports (in case of companies/ corporation) etc. List them below and attach copies.

3. Similar Works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years			

Attachments: Supporting documents, viz., Successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employers reserve the right to verify the information;

4. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position

7. Information on litigation history in which the Bidder is involved.

Other party(ies)	Port	Cause of dispute	Amount	Remarks showing present status

8. Additional Information Bidder may like to submit

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

NEW MANGALORE PORT AUTHORITY

“WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)”

Bidder shall furnish Details of work order and “eligibility works experience” as per Clause 12 of Minimum Eligible Criteria (MEC) of Instruction to Bidder and 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 Client Completion Certificate/ Documentary Evidence for having successfully completed the Eligible assignment	
Name, telephone no, telefax no and email address of the of the client's representative	
Description and Scope of Work	

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments In this Section. The assignments cited must comply with the criteria specified Clause No. 12.0 “Minimum eligibility of the Instructions to Bidders”.

- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients.

Signature
(Authorised Signatory)

NEW MANGALORE PORT AUTHORITY

“WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY
FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR
2023-24, 2024-25 AND 2025-26 (3 YEARS)”

FINANCIAL CAPABILITY

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

Net Worth	Turnover			
Year 1	Year 3	Year 2	Year 1	Average
	2019-20	2020-21	2021-22	

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 Bidder 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

Signature
(Authorised Signatory)

NEW MANGALORE PORT AUTHORITY

""WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR
THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24,
2024-25 AND 2025-26 (3 YEARS)

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

Contractor

Annexure - 6A(Not applicable)

NEW MANGALORE PORT AUTHORITY
"WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR
THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24,
2024-25 AND 2025-26 (3 YEARS)"

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature
(Authorised Signatory)

NEW MANGALORE PORT AUTHORITY
“WITNESSING AND CERTIFYING THE PRE AND POST
HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR
THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24,
2024-25 AND 2025-26 (3 YEARS)”

DECLARATION

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

- i. I have read the tender document Vol. I & Vol.II and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation 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 organisation 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 Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

- 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.
- ix. We are not providing services to the agency executing the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)" for carrying out hydrographic Survey

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

**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	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
8	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

SPECIMEN CONTRACT AGREEMENT

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

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is assigned as No. CEA/ /2020-21

This Agreement made on the day of 2020

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Name of the work: "WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)"

BETWEEN

- (1) *The Board memebtrs of Port of New Mangalore, an Autonomous Body of the Ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Authoruty Act, 1963 as Amended thereafter, under the Laws of India and having its principal place of business at New Mangalore Pot Authoruty, Panambur, Mangalore – 575 010, D.K. District, Karnataka State (hereinafter called "the Port"), and*
- (2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").*

WHEREAS the Employer/ Board invited Tenders against Tender No. *[Number]* for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]** viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

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 Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) General Conditions of Contract;
 - (c) Notice Inviting Tender;
 - (d) Replies issued to the Pre-bid queries, addenda is any issued ***[numbers and dates];***
 - (e) The Contractor's Bid and original Price and Delivery Schedules;
 - (f) The Employer/ Board's Notification of Award;
 - (g) ***[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and***
 - (h) ***[Add here any other document(s)]***

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner

and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

This agreement contains.....pages.

For and on behalf of the Employer/ Board

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

INDEMNITY BOND

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)
 This deed of indemnity is executed by herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port Authority, Panambur, Mangalore 575010, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

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

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

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

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

Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen’s Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For.....
INDEMINIFIER
(Signature with Name and Designation)
Company Seal

Station:

Date:

Witness:

1.....
Signature with Name, Designation & Address

2.....
Signature with Name, Designation & Address

4. Conditions of the contract

1. Project Background

The Port of New Mangalore is situated at latitude **12° 55' 45.87"** North and longitude **74°49' 16.44"**. East on the South-West coast of India is a major artificial Harbour. The location of New Mangalore Port is shown in the drawing.

New Mangalore Port intends to carryout annual Post Monsoon maintenance dredging of its approach channel, lagoon and alongside berths. **Post Monsoon Dredging** is carried out for a period of 120 days commencing from 1st of October each year by deploying TSHD on in situ basis. The berth face dredging may be carried out through Grab/ bucket/ WID/CSD of any suitable dredger

Considering the quantum of work and the sensitivity of the Project, it is decided to appoint Third Party Survey agency (Contractor) for supervising and monitoring the bathymetry survey works for the dredging contract. The Third party Survey agency shall be responsible for verifying and ensuring the quality/accuracy of all the bathymetric survey works during the project period.

2. Objective:

The objective of this assignment is supervision of the pre- dredge and post dredges surveys to be carried by the dredging contractor, ensure the quality of surveys and verify, approve and certify the charts thus prepared for calculating the dredging quantities during the dredging contract. These certified charts shall form the basis for payment of bills of dredging contractor for the maintenance dredging in navigation channel and item rate basis bill for the maintenance dredging inside New Mangalore Port Authority channel and berth basin.

3. Broad Scope of Work

The broad scope of work to be carried out by the Third party Survey Agency is as under.

This assignments for supervision of hydrographic surveys to be carried

out by dredging contractor and certification of accuracy of bathymetry survey charts of the dredging areas during period of maintenance dredging contract 2023-2024,2024-2025 and 2025-2026 in Port.

Brief scopes of proposed assignment to be carried out by the Third party agency are as given below:

- Supervision, verify and approve the calibration for survey equipments.
- Supervision and approve pre dredge and post dredge surveys for the dredging contract throughout the survey period.
- Approve and certify the bathymetry charts prepared after each bathymetry surveys.

4 Detailed Tasks:

The assignment is proposed for duration of three years (2024-2026), for which the process for awarding contract for dredging to an eligible dredging contractor is in progress. During the dredging contract 2024-2026, the dredging contractor is responsible for carrying out necessary bathymetry surveys. The relevant section of the tender for dredging contract, with the details of survey requirements are attached in this document for reference.

The Third party Survey Agency is required to be present on the survey vessel during pre & post dredge bathymetric surveys of the dredging contract period. Surveys planned/identified for the dredging work are as follows but not limited to:

- Pre dredging survey
- Post- dredge survey.

The selected Third party Survey Agency shall verify and approve the calibration of the survey equipment's, supervise, monitor and approve the progress of survey, verify, approve and certify the survey charts prepared by the dredging contractor, along with the Employer and the Engineer. To effectively perform these activities, the Third party survey agency is recommended to depute two of his representatives during **pre & post**

dredge bathymetric surveys of the dredging contract period, on notice.

Before commencing any survey work or setting out, the Employer shall give the Third party Survey Agency not less than two days written notice of its intention to survey or to set out or to take soundings for any part of the works in order that arrangements may be made for deployment of qualified Survey Agency for supervision. The expected duration of deployment of Survey Agency at site is for maximum 32 days for pre dredge survey and maximum 32 days for post dredge survey.

However, the Third Party Survey Agency if required have to extend the period of deployment in case of occurrence of non-favorable weather conditions or other unforeseeable conditions, without any additional cost.

The personnel's deployed/ representatives of consultant shall be having minimum of following experience and qualifications:

- Certified Hydrographic Surveyor/ Engineer/Geoscientist/ Geotechnical engineer with minimum 05 year's experience in hydrographic surveys with relevant similar nature project.
- Minimum 05 years of experience in data processing and interpretation.
- The responsibility of contractor includes but not limited to supervision, verification and approval of the following:
 - Vessel and sensor offset measurements.
 - Draught measurement for mounted underwater sensors (SBES, MBES transducers).
 - Water height measurement for height reference.
 - DGPS verification.
 - Gyro alignment calibration.
 - Survey equipment offset verification.
 - DMS/MRU Configuration and comparison.
 - SBES bar check.
 - Review of line plans in the online acquisition software.
 - Confirm interfacing and event annotation on all equipment.

- Confirm the geodetic parameters and set up parameters in Survey Software.
- Sound velocity profiler verification.
- ATG calibration.
- Transit fix.
- MBES patch test calibration.
- SBES bar check.
- SBES/MBES comparison.
- Collection of sound velocity readings and updated in SBES/MBES.

The Third Party Survey Agency shall satisfy himself and certify the survey set-ups and quality. The same shall be reported to the dredging Contractor, Employer and the Engineer. He shall also be responsible for reporting any defects in survey to dredging Contractor, Employer and the Engineer.

The Third Party Survey Agency shall verify and approve the survey logs submitted by the dredging Contractor. He shall ensure the accuracy of survey log, which shall include record of all the survey activities and factors that may affect the survey operations including:

- Details of survey lines (Line name, **start & end time**, heading, vessel speed, Remarks etc).
- Equipment set-up, acquisition parameters, failures and changes.
- Software setup, failures and changes,
- Calibration check of Echo Sounder and Positioning System.
- Changes in the geodetic details (if any).
- Brief weather information and survey line alteration.
- Verification of Tidal Data.

The Third Party Survey Agency shall also supervise and monitor the survey data processing and ensure that soundings are corrected and reduced to chart datum. He shall verify and approve the processed survey data and its results.

The Third Party Survey Agency shall verify Pre and Post survey

calibration report along with complete survey data (Survey lines, Logged data, SVP, Frequency of Echo sound, Coverage of survey area, Positions of buoys, Tidal data, etc.) and approve.

5. Description of Survey Works in the dredging contract

a) Hydrographic Surveys

5.1 Survey

The berth faces joint surveys to be carried out by lead line method. Berth face (0 mtr & at 2 mtr). The berth face dredging in the oil dock arm must cover the entire length of the jetty (northern most dolphin to southern most dolphin of each oil berth) including behind the berth face.

5.2 Work Set out and Hydro graphic Survey

Information to enable the dredging Contractor to accurately define the boundaries of the dredging and deposition areas is supplied on the Drawings. It shall be the dredging Contractor's responsibility to erect and maintain any visual or other marks at site required to accurately control the dredging and disposal / dumping operations.

The dredging Contractor shall provide all labour, materials, plant and equipment to set out the Works, to monitor, progress, to survey the area being dredged or dumped, or that the Engineer or his representative may require at any time to check the setting out of the work or to check the work completed.

In case of all dredging works pre and post dredging hydro-graphic surveys must be carried out. These surveys may be jointly by the port and the dredging contractor and through third party survey agencies (third party payments will be borne by the Port). This survey shall establish the basis for payment to the dredging Contractor. Survey of the area to be dredged shall be by hydro graphic techniques.

5.3 Survey launch / Boat

The surveys shall be carried out in owned / hired steel / wooden

survey boats of dredging contractor with side mounted transducer having a draft around 1 meter, with survey boats having maximum speed of 10 knots with excellent control and maneuverability at low speed. While sounding the speed of survey boat should be kept between 5knots to 7knots for quality logging of the data. The survey boat shall have proper power supply facility for all the survey equipment, hygienic closed wash area with ample water, proper shelter with firm seating facility for survey team, survey equipment cabin must be provided with suitable air condition / fans. Survey Boat must have enough space for surveyors to mobilizing all the survey equipment as well as checking / monitoring the equipment's during calibration / survey. The monitoring survey for the progress etc. may be carried out in the survey boats of dredging contractor. The navigational survey charts for payments have to be signed by the dredging contractor, representative of the Port, PMC (if any) and Third Party survey agencies.

Each hydrographic survey shall be carried out using a survey launch, by using Multi Beam Eco sounder with Standard survey software acceptable to Engineer and DGPS which shall be capable of sounding with accuracy to within one percent (1%) of the depth in conjunction with position fixing using Real Time Differential GPS. The interfacing of the GPS and Echo sounder will be done by standard software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.

The survey vessel guided by standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of Multi Beam Echo sounder. The depths recorded and their position will be continuously interfaced and stored in the memory of computer software for post processing and computation of volumes/ dredging quantities.

Each survey shall be undertaken by a surveyor suitably experienced in hydrographic Survey work, whose "curriculum vitae" is acceptable to the Engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed.

It shall be the responsibility of the dredging Contractor to obtain all licenses, permits and permissions for the use of survey boats, marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the dredging Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.

5.4 Sounding Survey Requirements:

During Pre and Post dredging joint surveys, before commencement of joint surveys, the RTK observations at Base station is to be carried out at least for 6 hours and at least three known points observations along the berths / jetties shall be carried out at least for 2 hours or as acceptable to Engineer and to the third party survey agencies.

The side mounted multi-beam echo sounder transducer shall be installed at centre of the boat as suggested by Engineer and the third party survey agencies.

Prior to commencement of **each joint** survey, the MBES "Patch test" has to be carried out and results of the same may be used for day's survey. The designated profile shall be the designed bed level of the relevant section of the works under survey. The automated hydrographic surveying software system shall store the recorded depths in digitized format for subsequent automatic computer plotting. The method of data acquisition and associated processing technicians and computations proposed by the dredging contractor shall be the subject of prior approval by the engineer.

It is important that the limitations of the survey equipment in use are fully considered during sounding operations. In particular, the performance of motion sensor equipment to be carefully monitored and survey operations suspended when it is apparent that the equipment is not coping with existing sea conditions. This is particularly important in MBES operations where error tolerances are much smaller.

Frequency should not vary between pre and post dredging surveys.

Sound Velocity (SV) to be observed each day and in case of Multi beam observation should be done with every change of tide.

During all joint surveys, the depths of the Multi beam Echo-sounder may be cross verified by means of bar checking method if desired by Engineer and third party survey agencies.

5.5 Sounding Lines

Sounding lines shall be no more than 30m apart. However the line spacing is to be decided as per available depth since multi beam cover wide swath along the survey line. The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area. A sounding line shall be established along the design toe of each side slope and an echo trace shall be obtained along each of these sounding lines. Intermediate soundings representing the shallowest depth in a length of no more than 10m shall be obtained by interpolation between fix marks.

The horizontal accuracy of each position fix shall be:

- + 1.0 m along the sounding line
- + 1.0 m perpendicular to the sounding line

Surveying along any sounding line, which deviates by more than the specified tolerances above shall be repeated to the extent necessary to ensure that all fixes along the sounding line remain within, specified tolerances. The repeated section of the sounding line shall overlap that

section of the previous sounding line, which complies with the specified tolerances, by a minimum of 50m. Where sounding areas abut a previously surveyed section, of the works, the sounding lines shall overlap the previously surveyed area by a minimum of 25m.

5.6 Verification Lines:

In the pre and post dredging surveys, regardless of the type of equipment in use, the running of 3 to 4 additional lines (check or cross lines) in each zones (Zone I to IV & IV extension) for the sole purpose of checking data quality at the data analysis is considered essential. Verification lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75 mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings. The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.

The dredging contractor shall cooperate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

5.7 Drawings

Hydrographic survey drawings produced by the dredging Contractor during the course of the work and for work executed purposes shall be to a **largest possible scale of survey being 1:1000, 1:2500 and 1:500 (alongside berth)** drawn contours at 0.5m intervals, and depths taken at approximately 5m intervals along cross-sections. Verification of the RL of the deposited material shall be the responsibility of the dredging Contractor. This data shall be submitted to the Engineer on a weekly basis.

5.8 "Pre Survey Before Commencement of Dredging"

Before starting dredging, a joint survey of the sea bed shall be made by the dredging Contractor and the Engineer. The level of the sea bed shall be recorded by means of multi-beam echo sounding equipment using frequency 200 to 220KHZ. Soundings shall be taken on lines at 30 meters apart or such other spacing as the Engineer may direct. Soundings shall be taken to nearest 100 mm. All the survey will be carried out jointly by the dredging Contractor and the Employer. The dredging Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated in the presence of the departmental representatives before commencement of day's survey. All the levels shall be reduced to Chart Datum. On completion of the surveys the soundings shall be mutually verified and agreed upon between the Engineer and dredging Contractor and the dredging Contractor shall prepare, record drawings to a scale as approved by the Engineer, to show the pre-dredging surface levels of the sea bed. Three copies of these drawings shall be signed by the dredging Contractor and the Engineer and these drawings shall form the basis for measurement. It is to be noted that for the purpose of computation of volumes of dredged material for payment recordings using 200 to 220KHZ only will be used.

At the beginning of each day's survey, a "Patch Test" shall be taken on the multi-beam echo-sounding machine. If the results of these checks are not to the satisfaction of the authorized surveyor, the soundings will be rejected and a fresh survey shall have to be carried out. This stipulation applies to all soundings taken under this contract.

Dredging Contractor should prepare and submit record drawings to a scale as approved by the Engineer and signed jointly by the Third party Survey agency and the dredging Contractor.

5.9 Interim Survey

Joint Surveys shall be carried out during the period of dredging works at suitable intervals for interim payments. Soundings shall be taken on lines

at 30 m intervals. Soundings shall be taken to nearest 100 mm. The level of seabed shall be recorded by means of multi-beam echo-soundings equipment using frequency 200 to 220KHZ. Dredging Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated before commencement of the each day's survey as directed by the Engineer. On completion of each interim survey the soundings shall be mutually verified and agreed upon between the authorized marine Surveyor and dredging Contractor and the dredging Contractor shall prepare, record drawings to a scale as approved by the Engineer showing surface levels of dredged seabed reduced to Chart Datum. Eight copies of these drawings shall be signed by the dredging Contractor and the authorized marine Surveyor and these drawings shall be used for Interim measurement and payment. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using multi-beam echo-sounder with frequency 200 to 220KHZ only will be used. Authorized marine Surveyor of the Port will countersign the charts jointly prepared by the dredging Contractor.

5.10 Survey on Completion of Dredging

After the completion of dredging work and for the release of the Dredger/other equipment connected with the work, a zone-wise joint survey of the dredged area shall be made by the dredging Contractor and the **Authorized Surveyor** of the Port so as to ensure that the areas have been dredged up to the desired depth as detailed in the Scope of Work. Soundings shall be taken at 10mtr intervals nearest to 100mm on lines spaced at 30meters apart. On completion of these surveys, the soundings shall be mutually verified and agreed upon between the **Authorized Surveyor** of Port and dredging Contractor. The dredging Contractor and the **Authorized Surveyor** of the Port shall jointly prepare, record drawings to show the post-dredging surface levels. The Post-Dredge Survey Charts shall be jointly prepared and signed by the dredging Contractor and the **Authorized Surveyor** of the Port. The Engineer shall

release the Dredger/other equipment connected with the work only after receipt of joint survey charts showing the clearance of the dredged areas upto the desired depth as detailed in the Scope of Work after due clearance received from the Deputy Conservator / authorized marine Surveyor of the Port, Marine Department.

5.11 “Post Survey after Completion of Dredging”

When the dredging has been completed the area shall be surveyed jointly by the Dredging Contractor and the **Authorized Surveyor** of the Port on the same basis as specified for survey before dredging. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recording using 200 TO 220 kHz only will be used.

The Employer or Engineer at their discretion may engage Third Party checking/certification for the pre and post survey of dredged area for post monsoon work. The cost towards engagement of Third Party will be borne by Employer. The survey charts certified by Third Party shall be final and bindings on both parties for calculation of quantity

The final dredged quantities will be computed and paid based on the Joint Post-Dredge Evaluation Charts. On completion of works, the dredging Contractor shall hand over all original tracings including pre and post joint soundings charts to the Authorized Surveyor / Engineer’s representatives along with the final bill.

5.12 Survey of Dumping Grounds

The dredging Contractor shall carry out hydrographic survey of the dumping grounds before starting of the dredging work for post monsoon dredging only and after contract completion as directed by the Engineer.

6.0 Target depth for maintenance dredging in the Navigational channel and berth faces.

I.No.	Zone/Berths.	Dredged Depth (mCD)
1	Zone I & Zone I ext	15.4
2	Zone II	15.4
3	Zone III	15.4

4	Zone IV & Zone IV ext	15.1
1.	Berth No.1	8.00
2.	Berth No.2	12.00
3.	Berth No.3	11.00
4.	Berth No.4	10.50
5.	Berth No.5	10.50
6.	Berth No.6	10.50
7.	Berth No.7	10.50
8.	Berth No.8	14.00
9.	Berth No.9	12.50
10.	Berth No.10	15.10
11.	Berth No.11	15.10
12.	Berth No.12	14.00
13	Berth No.13	15.10
14	Berth No.14	15.10
15	Berth No.15	15.10
16	Berth No.16	15.10

7. Project Schedule

The Contract shall be for three years, from the commencement of dredging contract 2023-24. However the same may be extended, if found necessary, at the sole discretion of the employer for a further period.

The Government Survey Agency shall deploy his representative/s for all the bathymetry surveys during the period of contract. Notice of minimum two days shall be given to the third party for the deployment of personnel, before the commencement of each survey.

8. Deliverables

Following deliverables are required from the third party Survey Agency, for each surveys, but not limited to the list given. If the Employer requires any other data which comes under scope of the work, third party Survey Agency shall provide the same without any additional charge.

- **Verification and approval reports for survey set-up and progress.**
- **Verified and certified bathymetry charts.**

9. MODE AND RELEASE OF PAYMENT

The payment will be released on completion of pre dredge survey and post dredge survey basis BoQ items and on providing a Certificate for work done. Payment of said charges will be made by New Mangalore Port

Authority within one month from date of due by RTGS.

The Contract shall be for three years, from the commencement of dredging contract 2023-24. However the same may be extended, if found necessary, at the sole discretion of the employer for a further period. In case the contract is extended for further period beyond the specified completion period, payments will be made at the rate quoted by the third party survey agency in the BoQ. No variation in quoted rates will be accepted for such extended period. The payment will be released on completion of witnessing and certifying the following surveys for maximum of 32 days for each survey including mob and de-mob. However the payment will be made as per actual no. of days carried out for witnessing and certifying the survey.

1. Pre dredging survey for the year 2023-24
2. Post dredging survey for the year 2023-24
3. Pre dredging survey for the year 2024-25
4. Post dredging survey for the year 2024-25
5. Pre dredging survey for the year 2025-26
6. Post dredging survey for the year 2025-26

10. SITE INFORMATION

10.1 Tides

The tidal particulars in the New Mangalore Port are as follows:

Higher high water springs	-	+ 1.68 m	Chart Datum
Mean higher high water	-	+ 1.48 m	-do-
Mean lower high water	-	+ 1.26 m	-do-
Mean Sea level	-	+ 0.95 m	-do-
Mean lower low water	-	+ 0.26 m	-do-
Lower low water springs	-	+ 0.03 m	-do-

As solstices

The Chart Datum at New Mangalore Port is 0.97 m below Mean Sea Level.

10.2 Wind

The Winds in Mangalore area in the monsoon months of June, July and August are predominantly from South-West and West with a maximum

intensity of force 5 on the Beauport Scale. The winds in the remaining months of the year predominantly from the North West and the maximum intensity during this period is also 5 in the Beauport Scale.

10.3 Waves

The predominant direction of waves at open sea in the vicinity of Mangalore Port during the monsoon months of June, July and August is West and South-West whereas the predominant direction during the fair months is north-west and north. Analysis of the data collected from ships in and around Mangalore revealed that 0.4% of the waves have a height of 4.9 meters above. The wave heights in the non-monsoon months are much less.

Inside the harbour, generally clam conditions prevail throughout the year as is well protected from outside waves by Long Breakwater on either side of the Outer Approach Channel

10.4 Humidity

The humidity is high through out the year. From June to September during monsoon the humidity ranges from 90 to 100%. From October to January it comes down to 50 to 70%. During summer months of February to May average humidity is about 60%

10.5 Visibility

Generally visibility is excellent except for a few days during monsoon.

10.6 Rainfall

The climate is characterized by dry and wet seasons. The wet season starts in later May and ends in November. The major monsoon is south west monsoon which lasts from June to September. This is followed by North East Monsoon during October and November. The average annual rainfall is about 3330 mm, a major portion of which falls down during south-west monsoon.

10.7 Air Temperature

Mangalore experiences moderate temperature throughout the year. The temperature varies from 22°C to 36°C. The low temperature occurs during

south west monsoon December and January. The hot months are from March to May.

10.8 Water Currents

The currents along the coast during south-west monsoon (from February to September) is in general towards south (from 160° to 200° bearing). During the North-East monsoon (from November to January) the currents in general are towards north (from 0° to 40° and 320° to 360° bearing). In the approach channel region covered by breakwater, the current direction lags 60 to 80 behind the coastal currents. The current in the lagoon area further lags behind the approach channel current by another 6°. The subsurface current on an average leads the surface current by 10° to 15°. The magnitude of the current outside the lagoon area during the monsoon season is about 1 to 1.5 knots has been experienced by pilots.

10.9 Sediments

The bed materials in the Outer Approach Channel and lagoon mainly consists of very fine silt and a small percentage of clay and fine sand.

10.10 Limits of Tolerance for dredging

The dredging shall be carried out to the design levels. The maximum limit of tolerance for dredging is as follows:

Vertical	-	+ 300 mm
Horizontal	-	+ 2000 mm

The quantity dredged within the tolerance limit shall be measured and paid at the respective quoted rates as specified in the Bill of Quantities. Since, different depths are to be maintained in different areas, slopes framed while dredging for connecting different levels shall be measured and paid for as per joint pre and post dredging evaluation charts.

10.11 Side slopes

Side slopes in the outer Approach Channel shall be between 1 in 10 minimum to 1 in 20 maximum from chainage 0 m. to chainage 7500m. For carrying out dredging in slope area, channel buoys will be shifted by the Port at free of cost on dredging Contractor's request. Slopes in the

lagoon and Extension Lagoon are as per actual slopes beyond 1 in 20 is not payable.

11. Working time

The Contractor is free to work throughout day and even on holidays.

12. Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof and shall not publish or disclose the same or any particulars thereof if any trade or technical paper or elsewhere without the prior consent in writing of the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract, the same shall be referred to the decision of the Employer whose award shall be final.

13. Drawings and Photographs of the Work

The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractor without the prior approval of the Engineer in writing and no such photograph shall be published or otherwise circulated with the approval of the Engineer in writing.

14. Other Facilities – Survey Launch, Routine Boat etc.

The dredging Contractor shall make available to the Engineer/Authorised marine Surveyor of the Employer and his representatives and third party survey agencies the use of survey launch, the services of experienced chainmen and other trades men as and when required by the Engineer/Authorised surveyor of the Employer/ for assisting in measuring, supervising, checking or testing the Works at any time at his cost.

15. Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in English.

16. Port Entry Permission

The Contractor shall submit prior application for Port Entry Passes to the concerned Port authority for his staffs engaged in the works. The passes will be issued. The Contractor shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

17. Progress Report

The Contractor shall submit a daily and weekly progress reports to the Engineer. The day on which the report is to be submitted and the format of the report shall be agreed with the Engineer.

INDEX

P.D.G.C = CENTER POINT OF PROPOSED DUMPING GROUND WITH 1KM X 1KM DIMENSION

NBW = NORTHERN BREAK WATER (770M)

SBW = SOUTHERN BREAK WATER (770M)

Ex LG = Extension Lagoon

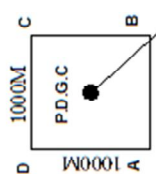
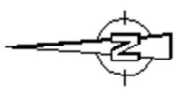
P.D.G.C - 12°57'34"N
74°41'41"E

A - 12°57'17.716"N
74°41'24.424"E

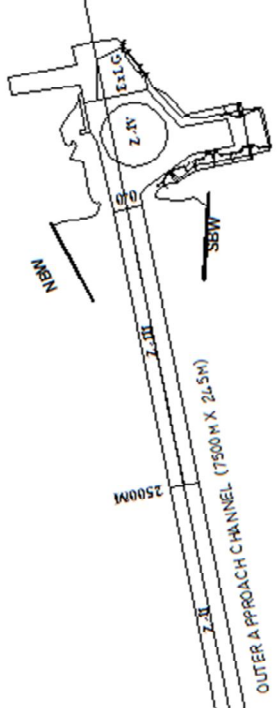
B - 12°57'17.744"N
74°41'57.615"E

C - 12°57'50.297"N
74°41'57.576"E

D - 12°57'50.288"N
74°41'24.384"E



6996M



**PROPOSED NEW DUMPING GROUND
AT NORTHERN SIDE OF CHANNEL
AS PROPOSED BY THE "CWPRS"**

DRG.No.EE(MW)/MS/01/PDG/2015-16

NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
Panambur, Mangalore
TENDER DOCUMENT



WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)

Tender No. CIVIL/CE(C)/EE(C)/95/2022-23 Date: 20-07-2023

VOLUME -II

FINANCIAL BID

BILL OF QUANTITIES

NAME OF WORK:- WITNESSING AND CERTIFYING THE PRE AND POST HYDROGRAPHIC SURVEY WORK AS A THIRD PARTY AGENCY FOR THE MAINTENANCE DREDGING AT NMP FOR THE YEAR 2023-24, 2024-25 AND 2025-26 (3 YEARS)"

Sl. No.	Description	Quantity	Unit	Rate	Amount
1.	Providing Third party inspection service during swath bathymetric survey including supervising calibration of equipments, data processing, chart preparation and its certification for each season during Pre-dredge survey period (30days survey+2 days mob and demob) and during Post- dredge survey period (30+2days) Cost including Travel, accommodation and food expenses etc.,) -1. Pre and post dredging survey for the year 2023-24	64.00	Days	16295.83	1042933.12
2	Providing Third party inspection service during swath bathymetric survey including supervising calibration of equipments, data processing, chart preparation and its certification for each season during Pre-dredge survey period (30days survey+2 days mob and demob) and	64.00	Days	17110.62	1095079.68

	during Post- dredge survey (30+2days) including accommodation and food expenses etc.,) -2. Pre and post dredging survey for the year 2024-25				
3	Providing Third party inspection service during swath bathymetric survey including supervising calibration of equipments, data processing, chart preparation and its certification for each season during Pre-dredge survey period (30days survey+2 days mob and demob) and during Post- dredge survey period (30+2days) Cost including Travel, accommodation and food expenses etc.,) -3. Pre and post dredging survey for the year 2025-26	64.00	Days	17966.15	1149833.60
				Total Rs.	32,87,846.40
				Excess/Less (In Percentage in two decimals)	
				Quoted amount in figures	

(Rupees

Note:

- 1) GST as applicable will be paid separately in the Tax invoice.
- 2) Contractor shall file the applicable returns with Tax department in time and submit the same as documentary evidence.

SIGNATURE OF TENDERER

SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

[The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title]*

To: *[insert complete name of Port]*

We, the undersigned, declare that:

- (o) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes]*;
- (p) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.}*;
- (q) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*; *[in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*
- (r) The discounts offered and the methodologies for their application are:

Discounts. If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*; *[in case of Techno-Commercial offer it shall be mentioned that "as filled in the*

Price Bid”]

- (s) Our tender shall be valid for the period of time specified in **ITB Sub-Clause 2.3.3**) from the date fixed for the Tender submission deadline in accordance with **ITB Sub-Clause 5, ITT Sub-Clause 24.1**), and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **ITB Sub-Clause 2.3**.
- (t) If our tender is accepted, we commit to obtain a performance guarantee in accordance with **ITB Sub-Clause 4.2** for the due performance of the Contract, as specified in specimen form for the purpose;
- (u) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor]*;
- (v) We have no conflict of interest in accordance with **ITB Sub-Clause**.
- (w) Our firm, its affiliates or subsidiaries – including any subcontractors or Contractors for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.
- (x) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB Clause 6.0** and as per specimen form the purpose;
- (y) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (z) We also make a specific note clauses of ***[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]*** under which the Contract is governed.
- (aa) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No., and mail-Id and also the Complete Postal Address of the Firm.
- (bb) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of : *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*