



**NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

ESTATE DIVISION

TENDER NO : CE(C)/SE(C-II)/EST/SUR-RETNDR/2023-24

**"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT
"TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS
PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"**

THROUGH E- TENDER MODE

Date from which tender document available for download	After 10:00 hrs on 15.09.2023 till 15:00 hrs on 07.10.2023.
Last date and time for the online Tender submission	On or before 15:00 hrs on 07.10.2023.
Date and time of Online opening of Technical Bid	After 15:30 hrs on 09.10.2023
Date and Time of Opening of online Price Bid and e-Auction	To be announced later
Estimate Value (Excl GST)	Rs 3,51,000/- (excluding GST)
Earnest Money Deposit (EMD)	Rs 8500/-
Cost of Tender document	Rs 560/-
e- Tendering and e-Auction Service Provider	Central Public Procurement Portal (CPP)
Portal Helpdesk, Telephone Nos:-	0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

Tender Document

For
"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT
"TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS
PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR".
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NEW MANGALORE PORT AUTHORITY
Civil ENGINEERING Department
Estate Office

NIT No. CE(C)/SE(C-II)/EST/SUR-RETNDR/2023-24

Date: 00.05.2023

SHORT TENDER NOTICE

e-Tenders in two cover system are invited from the surveyors meeting the minimum eligibility criteria for the following work.

Sl No	Name of Work	
		Engagement of Surveyors on contract basis to carry out "Topographical Survey and Revenue drawings of various Plots/Land at New Mangalore Port for a period of one year.
i.	Details of Plot/Land Parcel to be Surveyed.	Will be informed from time to time to the successful Bidder
ii.	Cost of Tender document	
iii.	Date from which tender document available on the URL: https://eprocure.gov.in/eprocure/app . website for download	After 10:00 hrs on 15.09.2023 till 15:00 hrs on 07.10.2023.
iv.	Last date and time for on line Tender submission.	On or before 15.00 HRS on 07.10.2023.
v.	opening of Part - I (i.e. Technical Bid)	09.10.2023 after 15.30 Hrs.
vi.	Date & time of Opening of the Price Bid of technically qualified bidders	To be announced later.
vii.	Validity of Tender	90 days from the date of closing of online submission of e-tender.
viii.	EMD	The EMD amounting to Rs. 8500/- shall be remitted through RTGS/NEFT to Port Bank account and vide Annexure-1 of this document the details shall be submitted by the Bidders along with their offer. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) shall be extended, subject to the condition that the Bidder's shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or

		Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or UdyogAadhar Memorandum or Udyam Registration Certificate or any other body specified by Ministry of MSME.
ix.	Contract Period	One year
x.	Completion period for survey of each Land parcel	Ten Days from the date of issue of "Notice to Commence" the Land survey of the specified Plot.

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

The Bidder's shall register in the Central Public Procurement Portal, URL:<https://eprocure.gov.in/eprocure/app> for creation of user ID for uploading the Tenders.

The tender document can also be downloaded from NMP website www.newmagaloreport.gov.in under 'Tender link' and URL:<https://eprocure.gov.in/eprocure/app>.

The Bidders may be visit the office of the undersigned on any day during working hours to inspect and get acquainted with the topographical and existing features of the Port Land area. The contractor / Surveyor shall quote the rate in figures as well as in words clearly.

The offer submitted should be open for acceptance for a period of 90 days from the date of opening the same. In the event of Bidder backing out before the expiry of 90 days from the date of opening the offer or fails to adhere to the conditions stipulated herein and in the contract for which the offer is deemed to have been submitted, the EMD of the said surveyor will be forfeited to the account of New Mangalore Port Authority.

(M.PRAHALATHAN)
Asst. Estate Manager (Gr.I),
New Mangalore Port Authority

NEW MANGALORE PORT AUTHORITY

**Civil ENGINEERING Department
Estate Office**

SECTION -I

**TENDER NOTICE
FOR**

**"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT
"TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF
VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD
OF ONE YEAR"**

1 BACK GROUND.

New Mangalore Port is located on the West Coast of India. The Authority is a modern all weather port situated at Panambur, Mangalore(Karnataka State in South India), on the West Coast of India, 170 nautical miles South of Mormugao and 191 nautical miles North of Cochin Port. New Mangalore Port Authority has 2032 Acres of land area and 320 Acres water spread area in and around Panambur Village. Majority of the land is an integral part of Panambur Village. With development of Industrial and Commercial activities and spiralling growth of population, the land has become precious asset of New Mangalore Port. Besides this NMPA have land parcels in villages like Thanirbhavi, Bondel and Kudupu.

2 PROPOSAL

E-Tenders in two cover system are invited on behalf of the "Board of New Mangalore Port" through URL:<https://eprocure.gov.in/eprocure/app> of **Central Public Procurement Portal (CPP)** from Land Surveyors who satisfies the eligibility criteria mentioned in the Tender document. The broad scope of assignment is as follows:-

- i. The Engagement of Surveyors on contract basis to carry out the Work of Land Survey of various Plots/Land at New Mangalore Port shall be for a period of one year
- ii. The Letter to carry out the Survey of the specified vacant Land/Property/plot enclosing the schedule of property, key plan of the plot etc. will be communicated in writing to the successful Bidder separately from time to time.

- iii. The Successful surveyor shall complete each assignment within the time period of 10 (Ten) days from the date of receipt of the letter to carry out the survey as stated at Sl No (ii) above or the period stated therein.

3 THE MINIMUM ELIGIBILITY CRITERIA

A. Work Experience:

The Tenderers will be qualified only if they have successfully completed work(s) during last seven years ending last day of month previous to the one in which tenders are invited as given below:

- i. At least one similar work* of Rs. 2.81Lakhs or more.

OR

- ii. At least Two similar works* of Rs. 1.76 Lakhs or more.
iii. Three similar works* of Rs. 1.41 Lakhs or more

B. Financial Turnover

The **Average Annual turnover** of the bidder should be more than Rs. 1.06 Lakhs in the last three financial years.(ie (i)2021-2022, (ii) 2020-2021 & (iii) 2019-2020 (A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be uploaded).

- C. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal . An undertaking to this effect shall be uploaded in the Technical Bid.

- D. The intending Bidder should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years ending last day of month previous to the one in which tenders are invited.

NOTE:-

- (a) "Similar works" means "Topographical Survey" work using total Station / DGPS for any Ports /PSUs/Autonomous Bodies/Government Departments /Industries / Banks /Financial Institutions.
- (b) Value of successfully completed portion of any ongoing work upto the last day of month previous to the one in which tenders are invited shall also be considered for meeting the work experience criteria.

- (c) The similar works carried out by the Bidder under "Rate Contract" shall be considered as one single work for evaluating the Technical capability of the Bidder.

For example, if an Employer issues work order to a Surveyor for carrying out a similar work at a fixed unit price for a specified period of time, then the total value of the work completed by the Surveyor/Bidder under the main work order upto the last day of the month previous to the one in which Tenders are invited shall be considered as a part of one Single work and will be considered for Technical evaluation of Bid. Subsequent to issue of the main work order, the subsequent individual orders or intimation letters issued by the employer from time to time to carry out the survey of the requisite land area shall be considered as a part of the main work and shall not be considered as separate work..

- (d) For completed works, value of work done shall be updated to price level upto the last day of month previous to the one in which tenders are invited assuming 5% inflation for Indian Rupees every year.
- (e) Credentials in favour of the Bidder for having completed Similar works for Ports /PSUs/Autonomous Bodies/Government Departments /Industries / Banks /Financial Institutions during the last 7 (Seven) years, ending last day of month previous to the one in which tenders are invited, shall be uploaded by the Bidder under Envelop-I. Such credentials may be papers like
- i. engagement letter or Work order
- And
- ii. Receipt of payment after successful completion of such work or receipt of part payment for the works completed or work completion certificate issued by the concerned authority.
- (f) The Bids which satisfies above minimum eligibility criteria will only be further evaluated as per the conditions of Tender document.

4 PERTINENT INFORMATION IS GIVEN IN THE FOLLOWING TABLE:

Sl No	Name of Work	Engagement of Surveyors on contract basis
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		to carry out "Topographical Survey and Revenue drawings of various Plots/Land at New Mangalore Port for a period of one year.
i.	Details of Plot/Land Parcel	Will be informed from time to time to the successful Bidder
ii.	Cost of Tender document	Rs 560/- (Rupees Five Hundred Sixty Only)
	Earnest Money Deposit	Rs 8,500/- (eight Thousand Five Hundred Only)
iii.	Date from which tender document available on the URL: https://eprocure.gov.in/eprocure/app website for download	After 10:00 hrs on 15.09.2023 till 15:00 hrs on 07.10.2023.
iv.	Last date and time for on line Tender submission.	On or before 15.00 HRS on 07.10.2023.
v.	opening of Part - I (i.e. Technical Bid)	09.10.2023 after 15.30 Hrs.
vi.	Date & time of Opening of the Price Bid of technically qualified bidders	To be announced later.
vii.	Validity of Tender	90 days from the date of closing of online submission of e-tender.
viii.	EMD	The EMD amounting to Rs. 8500/- shall be remitted through RTGS/NEFT to Port Bank account and vide Annexure-1 of this document the details shall be submitted by the Bidders along with their offer. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) shall be extended, subject to the condition that the Bidder's shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or UdyogAadhar Memorandum or Udyam

		Registration Certificate or any other body specified by Ministry of MSME.
ix.	Contract Period	One year
x.	Completion period for survey of each Land parcel	Ten Days from the date of issue of "Notice to Commence" the Land survey of the specified Plot.

5 COST OF TENDER DOCUMENT

Bidder shall have to pay the prescribed cost of tender by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details are as follows.

Sl no	Description	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
5	Contact Telephone Nos	0824-2887306 and 0824-2407149
6	Email id	facao@nmpt.gov.in,

The Bidder's shall register in the Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for creation of user ID for uploading the Tenders.

The tender document can also be downloaded from NMPA website www.newmagaloreport.gov.in under 'Tender link' and [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

6 AMENDMENT OF BIDDING DOCUMENTS:

Any modification of the tender documents as a result of any ambiguity shall be made exclusively through the issue of an Addendum/Corrigendum. Any Addendum/Corrigendum thus issued shall be part of the tender documents and will be uploaded in the websites URL: <https://eprocure.gov.in/eprocure/app>. and Port website to all the bidders. The Addendum/Corrigendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and e-procurement Technologies e-portal fully lies with the bidder.

Bidders please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the Bidders.

7 PREPARATION OF BIDS:

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

8 EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit shall be Rs. **8,500/-** (Rupees Eight Thousand Seven Hundred Fifty only).EMD shall be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore. The NMPA Bank Details are as follows:-

Sl no	Description	Details
1	Name of the Bank	State Bank of India, Panambur, Mangalore - 10
2	Bank A/C No	10205649448
3	IFSC Code No	SBIN0002249
4	MICR Code	575002011

- i. The Technical Bid (Envelope-I) shall be accompanied by the RTGS deposit details towards Earnest Money Deposit as stipulated in the **Clause 8** of TENDER NOTICE (SECTION-I) of tender document. The tender without EMD shall be treated invalid.
- ii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of **90 days** from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.
- iii. The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by RTGS on award of Contract to the successful bidder.

The EMD will be refunded to all Bidders other than the three lowest Bidders within ten days from the date of opening of price bid. The EMD of the two Bidders other than the Bidder whose offer is accepted will be refunded within a period of one month after award of Contract to the successful bidder. The EMD will not bear any interest.

- iv. The EMD of the successful Bidder will be refunded (without interest) only after the remittance of Performance Security and signing of the Agreement in any manner as aforesaid. Alternatively, the successful Bidder shall when his Bid is accepted, furnish Performance Security as specified in the **clause 9** of this Section after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful Bidder furnishes the Performance Security
- v. All the Bidder Opting for Refund of EMD through RTGS shall furnish the Bank details vide **Annexure -13** of the Tender document.
- vi. The EMD 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 Bidder fails
 - i) to execute the Agreement within the time limit specified in the Letter of Acceptance (LOA)
 - ii) To furnish the required Performance Security.

9 PERFORMANCE SECURITY

Within **15 days** of issue of letter of Acceptance from the Employer/ Authority, the successful bidder shall furnish to the Employer/ Authority a Performance Security for an amount equivalent to **3 % of the award cost plus applicable GST thereon**. The payment shall be transferred to the account of the Authority through RTGS/NEFT and the letter from the concerned Bank shall be submitted as a documentary proof of remittance of the Performance Security to the Authority within the time stated above. The Port bank account details are as stated below.

Sl No	Name of the Bank	Account No	IFSC Code
1	Bank of Baroda, Panambur	08070 10000 4621	BARB0 PANAMB
2	Indian Overseas Bank, Panambur	298801000000001	IOBA0002988

No interest will be allowed on Performance Security

- 10** The Tender document, Technical Bid including quoted price bid have to be uploaded online only through the websites URL: <https://eprocure.gov.in/eprocure/app> before deadline for online submission of bid. For evaluation purpose the uploaded offer documents will be treated as

authentic and final. Any documents submitted in the form of hard copy except Power of attorney shall be treated as irrelevant..

The Tender shall be uploaded in Two Bids. Technical Bid and Price Bid

- i. Technical Bid: Shall contain the following:-
 - a. Technical Bid: Shall contain all the documents as per the enclosed "CHECK LIST" (Schedule-A). Technical Bid should not contain Price Bid. **"Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.**
 - b. The details of payment of EARNEST MONEY DEPOSIT by RTGS to NMPA Bank Account, or the documents to claim exemption from payment of EMD. Failing which the Technical Bid shall not be considered.
 - c. Transaction details of payment towards the COST OF TENDER Fee: Rs. **560/- (Rupees Five Hundred Sixty Only)** (To be paid by RTGS to NMPA Bank Account) Or the documents to claim exemption from payment of Tender document fees. Failing which the Technical Bid shall not be considered.
- ii. Envelope-II/PRICE BID: shall contain only the Price and **shall be entered in the provision available in e-portal only**. The Price Bid shall neither be submitted in the form of Hard copy nor Scanned copy uploaded. Doing so shall render to rejection of the Bid.
- iii. LAST DATE FOR SUBMISSION OF ONLINE TENDER: is as per the date mentioned in the Tender Notice.
- iv. **The Authority** may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid received after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.
- v. The Authority is not responsible for delay in submission of e-tenders by the Bidders. Only Technical Bid Bid/Envelope No. I will be opened at 15:30 hours on the due date. The Commercial Bid/Price Bid/Envelope No. II will be kept unopened for opening at a future date.
- vi. **Authority** reserves the right to reject any or all tender(s) without assigning any reason thereof.
- vii. The Bidders should keep open the validity of the tender for **90 days**

from the date of its opening.

- viii.** Any other information regarding the above proposal can be obtained from Assistant Estate Manager (Gr-I), Superintending Engineer (C-II) in person or through email to the following email ID's **(a)** nareshkumar.b@nmpt.gov.in, **(b)** prahalathan.m@nmpt.gov.in, and **(c)** shekar.k@nmpt.gov.in

Chief Engineer (Civil)

TENDER FOR

"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION - II

INSTRUCTIONS TO BIDDERS:

1 BACK GROUND

New Mangalore Port is a deep water all weather port and the only major port of Karnataka and ninth major port in India. The major commodities exported through the Port are Iron Ore Concentrates & Pellets, Iron Ore Fines, POL Products, granite stones, containerized cargo ,etc. The major imports of the Port are Crude and POL products, LPG, coal, limestone, timber logs, finished fertilizers, liquid ammonia, phosphoric acid, other liquid chemicals, containerized cargo, etc.

At present, New Mangalore Port has a land area admeasuring about 2352 acres (including Kudupu and Bondel quarry). The New Mangalore Port Authority has a land use plan covering all the land owned and/or managed by the port.

To harness the maximum revenue by identifying and commercially exploiting the available land, it is required to prepare the Survey drawings of the Port Land parcels through Topographical Survey. In this regard it is proposed to invite E-Tenders in two cover system through the e-portal URL:<https://eprocure.gov.in/eprocure/app> of Central Public Procurement Portal (CPP) from surveyors who satisfy the eligibility criteria mentioned in the Tender document.

2 Invitation for Bids:

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

3 Downloading of Tender Documents:

Tender document can be downloaded from

- (i) NMPA website www.newmagaloreport.gov.in, or
- (ii) URL:<https://eprocure.gov.in/eprocure/app>.

4 Cost of Bidding:

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

5 Site visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Port Estate and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into the Contract agreement. The costs of visiting the site shall be at the Bidders' own expense.

6 Content of Bidding Documents:

Tender Document will consist of:

Volume I	Section I	Tender Notice
	Section II	Instructions to Bidders
	Section III	General conditions of Contract
	Section IV	Terms of Reference
	Schedule-A	List of documents to be uploaded by the Bidder
	Section V	Annexure 1 to 14
	Annexure A	Draft Format of Agreement

The Bidder shall examine carefully the contents of the tender documents. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Pursuant to **Clause 3** of the Tender Notice, Section - I above, tenders, which are not responsive to the requirements of the tender conditions, will be rejected. **Any indication of "Quoted price" in the technical bid, shall lead to outright rejection of the bid.** For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted by Post or Hand, except those stated hereof. Upload the entire document on the Central Public Procurement (CPP) Portal only.

7 Instructions for E-Tendering

This is an e-procurement event of NMPA. The e-procurement service provider is the Central Public Procurement Portal. For any assistance the intending Bidder's may contact the service provider at Telephone Nos, 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

Intending Bidders are requested to read the terms & conditions of this tender before submitting their online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

8 Process of E-tender :

A. Registration:

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://www.eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment"; which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Central Public Procurement (CPP) Portal.
- d. The Vendor/Bidder should possess Valid Class II or III digital signature certificate (DSC) should be having both the component in it (signing and encryption). The process involves vendor's/Bidder's registration in the e-portal of Central Public Procurement Portal, [URL:https://www.eprocure.gov.in/eprocure/app](https://www.eprocure.gov.in/eprocure/app). Only after registration and mapping their digital signature with their User ID, the vendor(s)/Bidder(s) can submit his/their bids electronically. Vendors/Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. M/s Central Public Procurement or **the Authority** shall not be responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
- e. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage)

issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- f. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- g. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. System Requirement:

- a. Operating System should be Windows XP Service Pack -3 / Vista / Windows 7.or Higher Version IE Version 9.0 to IE-11.0 Internet browser.
- b. Supported Browsers: IE 9 (32-bit Browser only) & above, Firefox (13+), Chrome (20+).
- c. System Access with Administrator Rights
- d. **Digital Signature Certificate (DSC):** To participate in an e-Tender, Bidders shall have a valid Class II or Class III Digital Signature Certificate (Signing + Encryption) from certifying authority of India as per the IT Act, 2000.
- e. High Speed Internet Connection with Minimum 512 kbps Speed
- f. Install Java 8 update 151(32-bit)

Important Note:

As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at the download section of e-Tender/e-Auction Portal and also at the corporate website [URL:https://www.eprocure.gov.in/eprocure/app](https://www.eprocure.gov.in/eprocure/app). just below the label of knowledge section.

9 SEARCHING FOR TENDER DOCUMENTS

- a. There are various search options built in the Central Public Procurement (CPP) Portal, to facilitate bidders to search active tenders by several

parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Central Public Procurement (CPP) Portal.

- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Central Public Procurement (CPP) Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

10 PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting/uploading their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted/uploaded, the number of documents - including the names and content of each of the document that need to be submitted/uploaded. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted/uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted/uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important

Documents" area available to them to upload such documents. These documents may be directly submitted/uploaded from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

11 SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to pay the tender fee , EMD as applicable and enter details of the instrument as specified in the bid document.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document.
- e. Bidders are requested to note that they should necessarily submit their Price Bids/ financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The

data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

12 ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to Central Public Procurement (CPP) Portal in general may be directed to the 24x7 Central Public Procurement (Central Public Procurement (CPP)) Portal Helpdesk.0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787
- c. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPA as well as by M/s Central Public Procurement (auto generated system alerts from e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with M/s Central Public Procurement (i.e.

Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- d. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- e. System alerts are sent to only those parties who have participated in the above tender before corrigendum is issued. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidder(s) who have downloaded the documents from web site. Please see website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app), of **Central Public Procurement Portal**. E-tender cannot be accessed after the due date and time mentioned in NIT.

13 BIDDING IN E-TENDER:

- a. Bidder(s) need to submit **necessary EMD and Tender fees** to be eligible to bid online in the e-tender. Tender fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by NMPA.
- b. The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.
- c. The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in M/s Central Public Procurement's website [URL:https:// www. eprocure. gov.in /eprocure/app](https://www.eprocure.gov.in/eprocure/app). The bidder(s) have to verify their Digital Signature through provided link "Verify Data Encryption" to ensure the provided DSC supports encryption/decryption properly and to avoid last minute surprises.
- d. Bidder can fill any bid Preliminary Stage (Tender Fee & EMD), Technical stage or Commercial stage partially/entirely with system indications.
- e. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

- f. No deviation to the technical and commercial terms & conditions are allowed.
- g. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- h. The Authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- i. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the **website URL:<https://www.eprocure.gov.in/eprocure/app>** of **M/s Central Public Procurement**.
- j. The bid will be evaluated based on the filled-in technical & commercial formats.
- k. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

NOTE: - The entire bid can be revised/edited as many times and even withdrawn before last submission date & time.

- a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Port will form a binding Agreement between Port and the Bidder for execution of contract. Such successful Bidder shall be called hereafter **Contractor**.
 - e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - f. Authority/NMPA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without any liability and without assigning any reason thereof.
- No deviation of the terms and conditions of the tender document is

acceptable. Submission of bid in the e-tender by any bidder confirms his acceptance of terms & conditions for the tender.

14 CONDITIONS OF ONLINE BIDDING

- a. Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
- b. No deviation to the technical and commercial terms & conditions are allowed.
- c. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- d. The Authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- e. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the e-portal website URL:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. The bid will be evaluated based on the uploaded technical & commercial formats.
- l. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- m.

15 BID PRICES:

The Bidder shall fill in the sum tendered and upload all rates and prices in the provision available in the e portal; website URL:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement.. **The disclosure of Bid Price in the Technical Bid/Envelope-I will lead to outright rejection of the Bid.** The amount of each item should be worked out and the requisite totals given in both figures and words, in Indian Rupees. The contract shall be for the whole work based on the priced Bill of Quantities submitted by the Bidder. The bidder shall enter rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder, payment for the respective item/s will not be paid for by the Authority when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. The amount tendered for shall not repeat and not to be indicated in this form in envelope - I submission.

16 CURRENCIES OF BID AND PAYMENT:

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

17 The Bidder is advised to visit and assess the site conditions.

18 The Bidder is expected to examine the tender documents including all the conditions, descriptions etc. Failure to furnish the information required in the tender documents or submission of a tender not conforming to the

- requirement in every respect may render the tender liable for rejection.
- 19 The details to be filled in as per the proforma (Annexures) attached shall be either typed or written in indelible ink and shall be signed by the Bidder or person duly authorized to sign on behalf of the Bidder. Such authorization shall be written Power of Attorney. All pages of the tender documents shall be signed by the person signing the tender. The name and position held by the persons signing the tender shall be typed or printed below his signature. The scanned copy of the duly signed tender documents including the scanned copy of the duly filled in proforma which forms part of the tender document shall be uploaded along with the tender document.
- 20 The e-tenders will be received up to 1500 hrs on the prescribed date as stated in the Tender Notice (NIT). The e-tenders received up to 1500 hrs. on the submission date will only be considered and opened on same day after 1530 hrs. as mentioned in the Tender document. The Authority may at his discretion extend the date for receiving tender. Tender received after the aforesaid time and date or the extended time and date, if any, will not be considered. The Authority is not liable for any delay in submission or loss of the tender.
- 21 Bidder shall bear all the costs of visiting the site, collecting the information and for preparing and uploading the tender.
- 22 Bidder shall bear all costs for preparation and submission of his tender. The Authority will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.
- 23 No tender shall be considered which is not accompanied by an Earnest Money Deposit as stated in **Clause 8, Section -I, Tender Notice**. In the event of Bidder withdrawing his tender before the expiry of 180 days from the last date of submission of tender, the tender shall be cancelled and the amount payable as Earnest Money Deposit as specified in the notice inviting tender shall become forfeited by the Authority and decision of the Authority shall be final and binding on the Bidder in this regard.
- 24 The Earnest Money Deposit of unsuccessful Bidder will be discharged/returned as promptly as possible. The Earnest Money Deposit in respect of successful Bidder will be forfeited, if he fails to execute Agreement and furnish the necessary **Performance Security**, which is equivalent to 10%

of the Contract amount plus applicable GST thereon within **15 days** from the date of **issue** of Letter of Acceptance (LOA). The EMD of successful Bidder will be released only after depositing the Performance Security and signing of the Contract Agreement. The Performance Security of the successful Bidder will be refunded immediately after the acceptance of Valuation Report by the Port or termination of Contract after deduction of any money due to be paid by the Surveyor to the Authority. The Contract Period shall commence from the Fifteenth day after the date of Letter of Acceptance (LOA).

- 25 The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same and the EMD shall also be valid for the same period. The Authority reserves the right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or Fax. However, in the event of the Bidder agreeing to the request, he will not be permitted to modify his tender. In the event of the Bidder agreeing to the extension, the Bidder shall correspondingly extend the validity of his EMD.

26 **ELIGIBILITY AND QUALIFICATION REQUIREMENT**

A. Work Experience:

The Tenderers will be qualified only if they have successfully completed work(s) during last seven years ending last day of month previous to the one in which tenders are invited as given below:

- i. At least one similar work* of Rs. 2.81 Lakhs or more.

OR

- ii. At least Two similar works* of Rs. 1.76 Lakhs or more.
iii. Three similar works* of Rs. 1.41 Lakhs or more

B. Financial Turnover

The **Average Annual turnover** of the bidder should be more than Rs. 1.06 Lakhs in the last three financial years.(ie (i)2021-2022, (ii) 2020-2021 & (iii) 2019-2020 (A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be uploaded).

- C. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the

case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal . An undertaking to this effect shall be uploaded in the Technical Bid.

- D. The intending Bidder should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years ending last day of month previous to the one in which tenders are invited.

NOTE:-

- (a) "Similar works" means "Topographical Survey" work using total Station / DGPS for any Ports /PSUs/Autonomous Bodies/Government Departments /Industries / Banks /Financial Institutions.
- (b) Value of successfully completed portion of any ongoing work upto the last day of month previous to the one in which tenders are invited shall also be considered for meeting the work experience criteria.
- (c) The similar works carried out by the Bidder under "Rate Contract" shall be considered as one single work for evaluating the Technical capability of the Bidder.

For example, if an Employer issues work order to a Surveyor for carrying out a similar work at a fixed unit price for a specified period of time, then the total value of the work completed by the Surveyor/Bidder under the main work order upto the last day of the month previous to the one in which Tenders are invited shall be considered as a part of one Single work and will be considered for Technical evaluation of Bid. Subsequent to issue of the main work order, the subsequent individual orders or intimation letters issued by the employer from time to time to carry out the survey of the requisite land area shall be considered as a part of the main work and shall not be considered as separate work.

- (d) For completed works, value of work done shall be updated to price level upto the last day of month previous to the one in which tenders are invited assuming 5% inflation for Indian Rupees every year.
- (e) Credentials in favour of the Bidder for having completed Similar works for Ports /PSUs/Autonomous Bodies/Government Departments /Industries / Banks /Financial Institutions during

the last 7 (Seven) years, ending last day of month previous to the one in which tenders are invited, shall be uploaded by the Bidder under Envelop-I. Such credentials may be papers like

iii. engagement letter or Work order

And

iv. Receipt of payment after successful completion of such work or receipt of part payment for the works completed or work completion certificate issued by the concerned authority.

(f) The Bids which satisfies above minimum eligibility criteria will only be further evaluated as per the conditions of Tender document.

27 At any time prior to the last date for submission of e-tenders, the Authority may for any reason whatsoever change or modify the tender documents by amendments. Any modification of the tender documents as a result of any ambiguity shall be made exclusively through the issue of an Addendum. 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 **Authority**. Such addenda will be numbered and it shall be submitted by the Bidder as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and website url:<https://www.eprocure.gov.in/eprocure/app>. of M/s central public procurement e-portal fully lies with the bidder. The Authority may at his discretion extend the last date for submission of the e-tenders to enable the Bidder reasonable time to upload their tender after taking into consideration such amendments.

28 Completed Tender shall be signed and uploaded by the Firm / Corporation / Company/individual to the Authority as indicated in the Tender Document. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed as stated above. The Bidders shall upload complete tender, which shall be without alterations, interlineations or erases except those in accordance with the instructions issued by the Authority or as may be necessary to correct errors made by the Bidder. All such cancellations, alterations or amendments shall be initialed by person or persons signing the

tender.

Tender is liable for rejection if relevant details are not furnished and which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his tender any additional information which in his opinion will highlight his capability to perform.

The Tender shall be uploaded in two parts.

A. Envelope No.I-Technical Bid Bid/Technical Bid : (Accompaniments to Tender)

It shall contain the following general information and Technical proposals:

- i) Copy of RTGS Payment details for EMD (bid security) shall be uploaded (Annexure-01).**
- ii) Copy of NEFT Payment details towards cost of tender shall be uploaded(Annexure -02)**
- iii) Bidder shall furnish Details of "eligibility works experience" as per **Clause 26** "Minimum Eligible Criteria (MEC)" of Instruction to Bidder. The details along with certificates shall be uploaded as per the format given at **Annexure-03** of the Tender document. ((i) engagement letter or Work order and (ii) Receipt of payment or work completion certificates or any other documentary evidences with respect to successful completion of the eligibility work)**
- iv) The Bidder shall submit a statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years; (ie) (i) 2021-2022, (ii) 2020-2021 & (iii) 2019-2020. (Annexure-04)**
- v) An undertaking to this effect that the Bidder has not been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, from participating in any project as on the date of submission of this proposal (Annexure-05).**
- vi) The intending Bidder should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years ending last day of month previous to the one in which tenders are invited. The Copy of the valid Trade License issued by the concerned Authority or any other documents to evidence the**

- period of existence shall be uploaded as **Annexure-06** of the technical Bid.
- vii) Scanned copy of the Power of attorney in favour of signatory/s to the Tender. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. **(Annexure 07)**. The Original power of attorney in Stamp paper of requisite value as per the format at **Annexure 07**; shall be submitted by post or by hand so as to reach the Chief Engineer (Civil); immediately after the closing date for submission of online e-tender
 - viii) Organization/Firm details stating the, postal address, email ID Contact telephone Numbers, PAN Number etc of the company/ firm /partnership/ individual. **(Annexure-08)**
 - ix) Upload the copy of the Income tax PAN Certificate **(Annexure - 09)**
 - x) Scanned copy of the Goods & Service tax registration Certificate **(Annexure - 10)**
 - xi) The undertaking to the effect that the Bidder/authorized signatory has read and accepted all the terms and conditions of the tender document along with Addendum, if any as issued and will sign and submit the same (Tender document and Addendums) if the work is awarded to the Bidder shall be uploaded. **(Annexure -11)**. **The Bidder shall please note that the Appendix-I to form of tender is only an indicative format of the Envelope-II (price Bid)**.
 - xii) Proforma of undertaking that no changes have been made in the Tender document that has been downloaded **(Annexure-12)**
 - xiii) Bank Details of the Party opting for refund of EMD through e-payment. **(Annexure-13)**
 - xiv) Format for furnishing bank information for e-payment **(Annexure-14)**.
 - xv) Overwriting in the Tender documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidder
 - xvi) No counter conditions by the Bidders are permitted and

conditional Tender is liable for rejection.

B. Envelope No.II -Price Bid:

Price should be quoted in file available in e- portal only (website www.nprocure.com.) Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. **The Appendix-I to form of tender is only an indicative format of the Envelope-II (price Bid). Appendix-I shall be kept blank while uploading the Tender document under Envelope-I.** For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose.

The Bidder should note the following procedure carefully:

- i) The Bidder should upload the professional fee for the assignments as a item rate in Price Bid. This rate shall be uploaded **in the provision available in the e portal; website URL: <https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement.**
- ii) **Bidder should not indicate his offer anywhere directly or indirectly in Envelope No.I.**
- iv) The Bidders should ensure that their tender is uploaded, before the expiry of the specified time limit.
- v) All amounts to be quoted in the **e-portal** shall be in figures and words in Indian rupees. In case of any discrepancy, the amounts in words shall remain valid.

29 Deadline for Submission of the Bids:

- i) The completed bid shall be uploaded in the electronic form by the date and time mentioned in Tender Notice only through website url:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement e-portal.
- ii) The **Authority** may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 6, Section-I, Tender Notice**, in which case all rights and obligations of the **Authority** and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- iii) **Price should be quoted in website**

url:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement 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.

- iv) The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Authority's tender document and the one submitted/uploaded by the Bidder, the conditions mentioned in the Authority's uploaded document shall prevail. Besides, the Bidder shall be liable for legal action for the lapses.

30 Modification and Withdrawal of Bids:

- i) Bidders may modify the offers by withdrawing their already frozen bids in online only through website url:<https://www.eprocure.gov.in/eprocure/app>. of m/s central public procurement e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **Clause 4 (iv), Section-I, Tender Notice**.
- ii) No bid shall be withdrawn and re uploaded through website url:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement e-portal by the bidder after the deadline for submission of bids.
- iii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 4(vii) Section-I, Tender Notice** may result in the forfeiture of the Bid Security pursuant to **Clause 7(vi)Section-I, Tender Notice**.
- iv) Bidders may only modify the prices and other required details of their Bids by Re uploading Bid only in accordance with this clause through website url:<https://www.eprocure.gov.in/eprocure/app>. of M/s Central Public Procurement.

31 Bid Opening -

Envelope No 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. In the event of specified date for bid opening is declared as

holiday by the **Authority**, the bid will be opened at the appointed time and location on the next working day. In the first instance the Technical Bid containing the RTGS payment 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 Technical Bid will be considered for evaluation.

32 Envelope No. II: The Price Bids of only those Bidders whose Technical bids have been determined to be substantially responsive in accordance with **Clause 34** hereof, will be opened online. The Envelope-II uploaded in the e-portal will be evaluated. The commercial Bid/Envelope-II will also be checked for any arithmetical errors in computation and summation as under:

- i) Where there is discrepancy between amounts in figures and words, the amount in words will govern; and
- ii) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit's price and the quantity, the unit price as quoted will govern.

33 Clarification of Bids:

To assist in the examination and comparison of Bids, the **Authority** 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 **Authority** 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 **Authority**, he should do so in writing.

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

34 Examination of Bids and Determination of Responsiveness:

Evaluation process: Proposal shall be considered responsive if –

I.

- 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.

II.

- a. 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 Bidder 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.
- b. The Port Authority reserves the right to reject any tender which in its opinion is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- c. **The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.**
- d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer (Civil) will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such Bidders only will be opened and EMD will be returned to the unsuccessful Bidders
- e. The date and time will be intimated to Bidders whose offers are found suitable and Cover – II of such Bidders will be opened on the specified date and time
- f. The cost of stamping Agreement must be borne by the successful Bidder
- g. 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.

35 Correction of Errors: (Not Applicable)

36 Evaluation and Comparison of Bids:

The **Authority** will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 34**. In evaluating the Bids, the **Authority** will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) making appropriate adjustments to reflect discounts or other price modifications offered.

37 Alteration of tender documents:

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

38 Alternative conditions and Proposal:

The Bidder 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.

39 Award of work: -

The work will be awarded to the techno-commercially qualified lowest bidder under normal circumstances. The award of work will be subject to the terms and conditions stipulated in the Tender document.

40 Award of Assignment /Services:-

Prior to the expiration period of tender validity/ extended validity, the Employer/Authority will notify the successful bidder in writing by registered letter, cable telex or facsimile regarding award of work. The party selected for award of assignment shall be issued a Letter of Acceptance (LOA) by Employer/Authority. This letter along with written acknowledgment of the successful party shall constitute contract between

the party/ies with Employer/ Authority, till signing of formal agreement.

- i. The Letter of Acceptance (LOA) will state the contract value and the amount of Performance Security to be deposited by the Bidder **as per Clause 9, Section-I, Tender Notice** .
- ii. **Within 15 days from the date of Letter of Acceptance (LOA), the successful Bidder shall submit the Performance Security.**
- iii. **Contract Agreement:** - Within 28 days or such extended period from date of issue of Letter of Acceptance (LOA), the successful bidder shall sign formal agreement as prescribed in **Annexure-A** of Tender Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. The stamp duty incurred in connection with this Contract Agreement will be borne by the successful Bidder. Until such Contract Agreement is executed the Letter of acceptance of the tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Surveyor's bills will not be honored for payment until the Contract Agreement is executed. The successful Bidder shall make 10 copies of the Agreement and submit to the Employer/Authority within 7 days following the date of signing of the Agreement.
- iv. 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 44 Section-II, Instruction to the Bidders.**

41 Confirmation of receipt:-

The successful bidder shall acknowledge by fax / post / courier the receipt of letter of award and confirm the acceptance of the tender.

42 Confirmation of receipt:-

The successful bidder shall acknowledge by fax / post / courier the receipt of letter of award and confirm the acceptance of the tender.

43 Release of Bid Security / EMD:

Upon the successful bidder furnishing the Performance Security, the Authority will promptly notify the other bidders that their bids have been unsuccessful and release their Bid Security. The Bid security of the successful

Bidder will be released after signing of the Agreement and submission of performance security.

44 Performance Security:

44.1 Within **15 days** of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority a Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10% of the Contract price plus applicable GST thereon , rounded off to the nearest 1000.

44.2 Authority/ NMPA shall be at liberty to deduct/appropriate from the Performance Security such sums as are due and payable by the Surveyors to the company as may be determined in terms of the contract, and the amount appropriated from the Performance Security shall have to be restored by Surveyors subsequently.

44.3 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Performance Security.

44.4 Performance Bank Guarantee or amount of money paid towards Performance Guarantee in form of bank draft will be discharged and returned to the service provider after completion of work or Contract period, whichever is later based on satisfactory performance of the work.

45 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 Service Provider/ 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.

46 Right to reject any proposal, annul the process:

Notwithstanding any provision contained in the tender Document, Authority reserves the right to reject any or all e-tenders or to annul the process of submission and scrutiny of the tender at any stage without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

47 Selection of Bidder :

The Lowest offer received from the technically qualified Bidder will be considered for selection of successful Bidder.

48 The Authority reserves the right to accept or reject or cancel the tender at any stage without assigning any reason and without any liability or, any obligation for such acceptance, rejection or annulment.

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**RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT
"TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS
PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE
YEAR**

SECTION - III

GENERAL CONDITIONS OF CONTRACT

1. In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
 - a) **"Board"** - The Board means the Board of the New Mangalore Port Authority, a body constituted by the Central Government in accordance with sub-section (1) of section 3 under the Major Port Authorities Act of 2021, represented by its Chairperson and as amended from time to time.
 - b) **"Employer/Authority/NMPA"** means the Board of the New Mangalore Port Authority a body constituted under Section (3) of the Major Port Authorities Act of 2021 acting through its Chairperson, Deputy Chairperson, Chief Engineer (Civil), Dy. Chief Engineer (Civil) or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the Surveyor) any assignee of such person.
 - c) **"TENDER / BID"** means the Surveyor's priced offer to the Employer/Authority for the execution and completion of the valuation assignment works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance - Award letter.
 - d) **"BIDDER/S"** means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.
 - e) **"CONTRACTOR / SURVEYOR"** means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
 - f) **"Letter of Acceptance", "Award letter"** refers to the letter communicating the formal acceptance of the bid by the Employer/ Authority.
 - g) **"AWARD PRICE"** means the sum named in the Bid/proposal submitted by the Successful Bidder with any modification there of or addition thereto or

deduction there from as may be made under the provisions contained in the proposal document.

- h) **"Officer-in-charge / Employer/Authority's representative"** means the **Superintending Engineer (C-II)** or an officer appointed by the Employer/Authority in writing who shall direct, supervise and perform the duties set forth in Clause 2.1.1 **Scope of assignment of Terms of Reference** hereof and be in-charge of the works.
- i) **"Consultancy services/Services/Assignment"** means the services to be provided by the Surveyors as detailed in this bid document and under Terms of Reference brought out in Section - III of this document.

1.1.1. NOTES:

Singular and Plural:

Words importing the singular also include the plural and vice versa where the context so requires.

Headings:

The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

1.1.2. Commencement and Completion of Assignments

This Contract shall come into force and effect on the tenth day from the date of letter of Acceptance or Work Order. This notice shall constitute agreement between Employer/Authority and the Surveyor till formal agreement has been signed. The successful bidder shall commence the work on receipt of Letter of Acceptance and carry out the same expeditiously at whatever point or points and in such portion as Employer/Authority may direct. The Contract shall be for a period of One year from the date of commencement.

During the assignment, the Surveyors shall carry out the Survey and submit deliverables as per the Terms of Reference.

1.1.3. Expiration of Contract

Unless terminated earlier pursuant to **Clause No. 1.1.8** hereof, this Contract shall expire on completion of one year from the date of commencement of contract.

1.1.4. Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification to the scope of the Services included in TOR, shall be as per mutual agreement.

1.1.5. Care and Diligence

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

1.1.6. Taxes and Duties

The Surveyors shall pay all taxes, levy, duty which they may be liable to pay to the Government of Karnataka and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The Surveyors shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may become payable as a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any extra or additional costs nor a ground or excuse for extension of time for completing the work. The Surveyors are deemed to have included/ considered all payments to be made to them while quoting the proposal except Goods & Service Tax, which will be reimbursed as applicable over the quoted price.

1.1.7. Confidentiality

The Surveyors shall treat all the documents and information received from New Mangalore Port Authority (NMPA), submitted to NMPA and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Surveyors shall not divulge any such information without the prior written permission of NMPA authorities.

1.1.8. Time for completion of assignment

The Letter to carry out the Survey of the specified vacant Land/Property/plot enclosing the schedule of property, key plan of the plot etc. will be communicated in writing to the successful Bidder separately from time to time. The Successful surveyor shall complete each assignment within the time period of 10 (Ten) days from the date of receipt of the letter to carry out the survey as stated above or the period stated therein.

1.1.9. Surveyor's office: -

The Surveyor will use their own office space to perform the required work.

1.1.10. Materials:

The Surveyor has to make his own arrangements for supply of materials (which are not to be supplied by the department) labour, staff and tools and plants. The selected firms will use their own equipment, materials, supplies, accessories, etc. to perform the required work. Survey personnel and equipment as required to complete the assignment shall be provided/arranged by the Successful Surveyor.

1.1.11. Miscellaneous conditions:

- a) The Chief Engineer (Civil)/Dy.Chief Engineer (Civil) shall have the right to omit at his discretion one or more items of work when placing the order or during the course of execution, if necessitated. Similarly the Chief Engineer (Civil)/Dy.Chief Engineer (Civil) may alter or substitute some of the items in the interest of work. The rates for such altered/substituted items shall be worked out by the Engineer in charge as per standard CPWD practice and paid. No claim whatsoever will be entertained in the regard and the decision of the Engineer in charge will be final.
- b) Income Tax at the rate of 2% will be recovered from the gross amount of the Contractor/Surveyor's bill as per financial Act 1972.
- c) Sales Tax at the following rates will be deducted at source from the gross amount of the bill as required under the sales tax Act 1957 as amended from time to time.
 - i. For civil works like construction of buildings, bridges, roads etc.,2%
 - ii. For all other contract works.....4%
- d) The quantities given in the schedule of quantities are those upon which the approved estimated cost of the work is based out they are subject to alterations, omissions, deductions and additions and do not necessarily show the actual quantities of the work to be done.
- e) The work shall be done to the satisfaction of the Engineer-in-charge or his representatives. The work shall be done in accordance with industry accepted standards and practices and the specification given in the

schedule do not necessarily show the actual quantities of the work to be done.

- f) The work is to be carried out with due diligence and executed in a workman like manner. The survey equipment used by the Contractor/Surveyors are to be of the best of its kind ,shall have valid calibration certificates and are in all cases to be subject to the approval of the Engineer-in-charge whose decision to the rate of progress, the quality of the work or materials, staff, etc., shall be final.
- g) The Engineer in charge may cancel the contract at his option at any time without notice for any reason including poor progress of work and may remove bad work or materials and have it replaced deducting value of the work rejected think proper from any amount due to the Contractor/Surveyor. The decision of the Engineer in charge is final and shall be binding on the Contractor/Surveyor.
- h) In case the Contractor/Surveyor leaves the work incomplete, the Engineer in charge shall have right to have the work completed through any other agency and recover the extra expenditure incurred by the Port in doing so from any money due to the Contractor/Surveyor.
- i) The Contractor/Surveyor shall conform to and comply with the Regulations and by-laws of the NEW MANGALORE PORT AUTHORITY Board and of all local authorities, including but not limited to the Factories Act, Indian Electricity Rules, the Government Customs, Police Department, etc. The Contractor/Surveyor shall conform to rules, regulations etc., concerning injury to workmen, insurance for workmen etc. The Contractor/Surveyor shall also conform to the Contract Labour (Regulation and abolition) Rules 1971.
- j) The Contractor/Surveyor shall be responsible for any accident, damage or injury caused to any of his employees or property in course of the work and shall hold the Port Authority blameless in respect thereof and also in respect of any claim made by any persons or any reasons whatsoever.
- k) The Contractor/Surveyor shall be solely responsible for reporting to the Board and the Police Department immediately of any serious or fatal accident inside the Port Authority's premises to any of his

employees/workmen engaged by him or any person involved in an accident as a whole of the work.

- l) The work shall be carried out without any inconvenience to the Port Authority and to other works in progress in the neighbourhood and any lessee of the Port.
- m) Admission to the port is regulated by passes/tokens and the Contractor/Surveyor shall get passes/tokens required for entry into the Harbour for his workmen. The workmen shall have in their possession the passes/token while at work. After the completion of the entire work under the contract, the Contractor/Surveyor shall surrender the token/passes issued. Failure to return all the tokens will entail a penalty of Rs.20/- per token plus surcharge as may be levied by the Board from time to time.
- n) Only vehicles licensed by the Employer will be allowed to ply inside the port/Custom Bound area. Private car of any kind are not permitted within the port/Custom Bond area.
- o) The work shall be carried out in day light only during the Port Authority's working days generally.
- p) The Contractor/Surveyor shall in connection with this work provide and maintain at his own cost, guards, fencing and watching when and wherever necessary or required by the Engineer-in-charge or his representative for the protection of the work or for safety and convenience of the public or other persons.
- q) The payment shall be made on completion of each individual assignment. The bill for the work shall be preferred and submitted by the Contractor/Surveyor in the port's prescribed form. The Goods & Service tax component shall be indicated separately in the Bill.

1.1.12. Release of Performance Security:

The amount deposited by the Surveyor, as Performance Security under this Assignment will be refunded to the Surveyor only after the completion of Contract period after adjustment of any dues due to negligence on part of the Surveyor in complying the terms of contract.

1.1.13. Settlement of Disputes

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, Agreement or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate, or valuation of the Employer or his representative, the matter in dispute shall in the first instance be attempted to be resolved amicably. Failing the amicable settlements the dispute shall be referred to the Chairperson, New Mangalore Port Authority; whose decision shall be final and binding on both the Parties. The Court of Jurisdiction shall be district court, Dakshina Kannada - District, Mangalore. The Agreement shall be governed by the Law of India as amended from time to time.

**RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT
"TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS
PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE
YEAR**

**SECTION - IV
TERMS OF REFERENCES**

2.1.0. Scope of assignment:

The New Mangalore Port has proposed to carry out the Topographical Survey for its various plots to allot them on long term lease and short term license basis.

- 2.1.1.** The Contractor/Surveyor shall provide land surveying services. They shall conduct general land survey tasks in accordance with industry accepted standards and practices. Survey work efforts may be for obtaining information for site development plans, assessment of the land available for allotment of land on lease, boundary surveys for land acquisition, etc. The Surveyor shall carry out the Topographical Survey as per the standard practices and thereafter shall submit revenue sketch authenticated by the Revenue department. It is expected that the Survey shall be carried out in consultation with NMPA officials.
- 2.1.2.** The Contractor/Surveyor/ Surveyor shall also provide field data on reproducible media and on electronic file in a format compatible with the latest version of AutoCAD, or the version used by the Port, and one copy of field notes or data collector information.
- 2.1.3.** The Contractor/Surveyor/ Surveyor will use their own equipment, materials, supplies, accessories, office space, etc. to perform the required work. Survey personnel and equipment shall be furnished as 2, 3 or 4 person survey crew.
- 2.1.4.** The Surveyor shall conduct detailed Topography survey with total station, prepare base maps with all existing features like roads, buildings, structures Pipelines, Trees, Lamp Posts, electrical lines etc.
- 2.1.5.** The FMBs, RTC and other relevant documents of the Plots surveyed shall be collected by the Surveyor from concerned Authorities of State Government.
- 2.1.6.** The FMBs shall be Digitised and thereafter superimposed with the topographic map/base map to prepare the Revenue sketch.

2.1.7. The revenue sketch shall be submitted to the Port Authority after obtaining signature from the competent authority (Revenue department)

2.1.8. The following deliverables shall be submitted:

- i. Complete Survey in CD-ROM and two (2) hard copies of the Revenue Sketch (Legal Size) with original signatures and Professional seals.
- ii. Survey Report in Microsoft Word, Adobe PDF and two (2) hard copies.
- iii. Electronic submittals shall include both the source format (AutoCAD) and Adobe Acrobat .pdf format.
- iv. A1 size drawing (2 Copies) exhibit showing the boundary of the Plot with dimensions, Survey Number of the Land parcel as assigned by the State Revenue Authorities, the various existing features like pipe lines, plantation growth, Buildings, permanent Structures, location of road, railway, canals, power line, other pipe lines etc shall be marked on the maps. The survey map shall be prepared in any convenient scale and a total area (hectares and acres) of the property shall be shown in the middle of the site.

2.1.9. It shall be clearly understood that the rates mentioned in the schedule are inclusive of everything including required Sales Tax. & Income Tax to be done for the proper completion of the work, according to specification and drawings. Goods & Service Tax will be reimbursed as per actuals to the Contractor/Surveyor.

2.1.10. Measurement recorded by the person authorized by the Engineer-in-charge will be accepted by the Contractor/Surveyor who will be given the opportunity of witnessing the measurements taken.

2.1.11. All the payments made by the Authority to the Contractor/Surveyor for the work shall be rounded off to the nearest paisa.

2.1.12. Time Schedule:

- I. The Successful Bidder/Surveyor shall carryout the requisite Land Survey as and when informed by the under signed, against the written work orders.

- II. Total Period for completion of the individual Survey work, including the submission of deliverables is **10 (Ten) days** from the date of issuance of the work order.
- III. The Contract period shall be for a period of **1 (one) year** from the date of issue of engagement letter subject to review. The Port reserves the right to discontinue the services without assigning any reason and notice.

0.0.13. Extension of time:

If the Contractor/Surveyor shall desire an extension of time for completion of the individual assignment on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer in charge, within 3 days of the date of hindrance, on account of which, he desires such extension as aforesaid and the Engineer in charge shall grant extension of time, if in his opinion, be necessary or proper.

0.0.14. Levy of compensation:

Time allowed for the carrying out the work as stipulated at **clause No 2.1.8** of this documents shall be strictly observed by the Contractor/Surveyor. In the event of the Contractor/Surveyor, failing to comply with this time schedule, he shall be liable to pay as compensation an amount equal to 0.5% (Half percent) per day on the Agreement amount of the individual Survey assignment, for every day that the work remain un commenced or unfinished subject to a maximum of 10% of the Agreement amount of the individual Survey work irrespective of any kind of reasons put forth by the Contractor/Surveyors except on account of delay at the instance of the port Authority or natural calamities.

0.0.15. The engagement is valid for a period of one year or till it is reviewed by the Port, whichever is earlier. It shall be noted that the engagement does not amount to an appointment or right for an appointment to be made by the Port and the Port is free to employ any Surveyor of its choice and no right exists to claim that the surveyor engaged under this contract alone should be entrusted with the survey works of the Port.

SCHEDULE - A

**CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY**

**TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY
OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF
VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF
ONE YEAR.**

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER
IN "ENVELOPE I" - TECHNICAL BID**

Sl No	Tender document Clause reference Clause No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA) and Ref Pg. No of the Bid.
1.	CI No 28A(i) of Instruction to Bidders (I.T.B)	"Earnest Money Deposit" Scanned copy of RTGS Payment details for EMD (bid security). (Annexure-1)	
2.	CI No 28A(ii) of Instruction to Bidders (I.T.B)	Tender Cost Scanned copy of NEFT Payment details towards cost of tender (Annexure -2)	
3.	CI No 28A(iii) of Instruction to Bidders(I.T.B) or Clause No 3(i) of Tender Notice	Statement for works experience as per Clause 26 "eligibility and qualification requirement)" of Instruction to Bidder. The details along with certificates shall be uploaded as per the format given at Annexure-3.	
4.	CI No 28A(iv) of Instruction to Bidders (I.T.B)	Financial Turnover Statement duly certified by the Chartered accountant showing the Average Annual Financial Turnover over the last 3 financial years. (Annexure - 4)	
5.	CI No 28A(v) of Instruction to Bidders (I.T.B)	An undertaking to the effect that the Bidder has not been barred by the Central	

Sl No	Tender document Clause reference Clause No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA) and Ref Pg. No of the Bid.
		Government, any State Government, a statutory authority or a public sector undertaking, from participating in any project as on the date of submission of this proposal(Annexure-5)	
6.	CI No 28A(vi) of Instruction to Bidders (I.T.B)	The Copy of the valid Trade License issued by the concerned Authority or any other documents to evidence the period of existence (Annexure-6).	
7.	CI No 28A(vii) of Instruction to Bidders (I.T.B)	Power of attorney in favour of signatory/s to the Tender (Annexure -7)	
8.	CI No 28A(viii) of Instruction to Bidders (I.T.B)	Organization/Firm details. (Annexure-8)	
9.	CI No 28A(ix) of Instruction to Bidders (I.T.B)	Copy of the Income tax PAN Certificate(Annexure-9)	
10.	CI No 28A-(x) of Instruction to Bidders (I.T.B)	Copy of the Goods & Service tax registration Certificate (Annexure - 10)	
11.	CI No 28A-(xi) of Instruction to Bidders (I.T.B)	The undertaking to the effect that the Bidder/authorized signatory has read and accepted all the terms and conditions of the tender document along with Addendum, if any as issued and will sign and submit the same (Tender document and Addendums) if the work is awarded to the Bidder shall be uploaded.(Annexure -11).	
12.	CI No 28A-(xii)	Proforma of undertaking that	

Sl No	Tender document Clause reference Clause No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA) and Ref Pg. No of the Bid.
	of Instruction to Bidders (I.T.B)	no changes have been made in the Tender document that has been downloaded (Annexure-12)	
13.	Cl No 28A(xiii) of Instruction to Bidders (I.T.B)	Details of the Party Opting for Refund of EMD Through e Payment(Annexure -13)	
14.	Cl No 28A(xiv) of Instruction to Bidders(I.T.B)	Format for furnishing bank information for e-payment (Annexure -14)	

NA*- Not Applicable

Note: *All the documents uploaded by the Bidder shall be page numbered or properly marked. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.*

Bidder"s Signature with seal

Annexure-1

CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY
Panambur, Mangalore-575010

Tele 0824-2407341, Telefax: 0824-2407149

TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS
OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR

SECTION-V

EARNEST MONEY DEPOSIT

A. EMD Details.

Sl. No.	DD/Chq No/BG No	Date	Name of the Bank	Amount (Rs)
1				8500/-

(Name and Signature of the Authorised Signatory)

NOTE:-

- *The Photo copy of the EMD submitted by the Bidder shall be uploaded in Envelope-I*

Annexure-2

CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY
Panambur, Mangalore-575010

Tele 0824-2407341,Telefax: 0824-2407149

"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION-V

TENDER DOCUMENT FEE / TREASURY RECEIPT

B. Tender fee Details.

Sl. No.	DD/Chq No/Receipt No	Date	Name of the Bank	Amount (Rs)
1				

(Name and Signature of the Authorized Signatory))

Note:

** The Photo copy of the DD/Cheque/Treasury Receipt in Original towards purchase of Tender document shall be uploaded along with Envelope-I*

CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY
Panambur, Mangalore-575010

Tele 0824-2407341,Telefax: 0824-2407149

SECTION-V

**"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS
OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR"**

Bidder shall furnish Details of "eligibility works experience" as per **Clause 26**"**Eligibility and qualification requirement**" of Instruction to Bidder and certificates in the following format (Client Certificates/work completion certificates with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number :

Sl No	Description	Bidder to fill up the details here
i.	Name and Address of the Client	
ii.	Title of the Eligible Assignment	
iii.	Date of completion of the Eligible Assignment	
iv.	Area of Land Surveyed in Acres	

v.	Reference No of the uploaded Work Order of the Eligible assignment	
vi.	Reference No of the uploaded Client Work Completion Certificate/Payment receipts as Documentary Evidence for having successfully completed the Eligible assignment	
vii.	Name, telephone no, and email ID of the client's representative	
viii.	Description and Scope of Work	

(Name and Signature of the Authorised Signatory)

Note:

- 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 26- Section-II** "Eligibility and qualification requirement" of Instruction to Bidder".
- 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. In this regard copy of both Work order and Work Completion certificate issued by the Client shall be uploaded in the Technical Bid.
- iv) The works indicated in this **Annexure- 3** will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments

Note:

*** The Bidder should upload this in Envelope-I*

CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY
Panambur, Mangalore-575010
Tele 0824-2407341,Telefax: 0824-2407149

SECTION-VI

TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS
OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR"

FINANCIAL DATA (Duly Certified by C.A)

A. Average financial turn over for the last three years ending on 31-03-2022.

Sl. No.	Financial Year	Financial Turn Over(In lakhs)	Net Worth (In lakhs)
1	2019-2020		
2	2020-2021		
3	2021-2022		

(Name and Signature of the Chartered Accountant)

Name and Signature of the Authorised Signatory)

Note:

* The copies of the audited financial statements of the last three financial years. Copies of profit and loss statements, Balance sheets, shall be uploaded in Envelope-I

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**"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS
OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR"**

SECTION-V

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT THE BIDDER
HAS NOT BEEN BARRED BY THE CENTRAL GOVERNMENT, ANY
STATE GOVERNMENT, A STATUTORY AUTHORITY OR A PUBLIC
SECTOR UNDERTAKING, FROM PARTICIPATING IN ANY PROJECT AS
ON THE DATE OF SUBMISSION OF THIS PROPOSAL.**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010
Karnataka, India.

Dear Sir,

**Sub: Tender for RE-TENDER FOR ENGAGEMENT OF SURVEYORS
TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE
DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE
PORT FOR A PERIOD OF ONE YEAR**

I/We hereby confirm and declare that we, M/s -----
--, is not blacklisted/ De-registered/ debarred by any Government department/
Public Sector Undertaking/ Private Sector/ or any other agency for which we have
Executed/ Undertaken the works/ Services during the submission of subject Tender.

Yours faithfully,

Signature

Name & Designatio

Note:

* The Bidder Shall upload the undertaking in Envelope-I.

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**"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS
OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR"**

SECTION-V

**COPY OF THE VALID TRADE LICENSE ISSUED BY THE CONCERNED
AUTHORITY OR ANY OTHER DOCUMENTS TO EVIDENCE THAT THE
BIDDER HAS BRANCH OFFICE IN DAKSHINA KANNADA/UDUPI
DISTRICTS OF KARNATAKA FOR ATLEAST 5 YEARS ENDING LAST DAY
OF THE MONTH PREVIOUS TO THE ONE IN WHICH TENDERS WERE
INVITED..**

Yours faithfully,

**Signature
Name &
Designation**

Note:

** The Bidder Shall upload the undertaking in Envelope-I.*

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PERIOD OF ONE YEAR"**

SECTION-V

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender.

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

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

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for **"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF**

VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR", or any other works incidental to such consultancy works.

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

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

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

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

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

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/ delegate powers, delegated on him by the Board of Directors) has, this

_____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

DELIVERED ON _____ SIGNED _____ AND _____

_____ BY _____

(Name of authorized person to delegate powers)

WITNESS :

SIGNED AND RECEIVED ON _____

_____ BY _____

(Name & designation of Attorney)

*** Note:**

- *The Self Certified copy of the POWER OF ATTORNEY shall be uploaded in Envelope-I*
- *The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*

CIVIL ENGINEERING DEPARTMENT
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Panambur, Mangalore-575010

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**"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
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OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A
PERIOD OF ONE YEAR"**

ORGANISATION/FIRM DETAILS

1.	Name of the Bidder offering the bid	
2.	Postal Address	
3.	Telephone No	
4.	Email ID	
5.	Description of Applicant(for e.g. General, Civil Engineer, Member of Indian institute of Valuers, Contract or Joint Venture/Consortium etc.)	
6.	Income tax PAN No	
7.	Adhar Card No	
8.	Registration under the category of immovable property with Office of the Chief Commissioner of Income Tax	
9.	Number of years of experience as Land Valuer :-	
10.	Name and Address of partners or associated companies to be involved in the assignment	

11.	Goods & Service tax Registration No	
12.	Status - Individual/ Company/Partnership firm	
13.	Give all relevant details	
14.	Year of establishment	
15.	Details of existing business, if any, in the Port with details	

Note:

- *Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership, or if a joint venture, of each party thereto constituting the Bid shall be uploaded in Envelope-I*

(Name and Signature of the Authorised Signatory)

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"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION-V

COPY OF THE INCOME TAX PAN CERTIFICATE

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this in Envelope-I*

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"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION-V

COPY OF THE GOODS AND SERVICE TAX REGISTRATION
CERTIFICATE

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this in Envelope-I*

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PERIOD OF ONE YEAR"**

SECTION-V

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT THE BIDDER
HAS READ AND ACCEPTED ALL THE TERMS AND CONDITIONS OF
THE TENDER DOCUMENT ALONG WITH ADDENDUM
/CORRIGENDUM , IF ANY.**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010, Karnataka, India.

Dear Sir,

I/We(name of Bidder) do hereby undertake that I/we have read and accepted all the terms and conditions of the Tender document No **CE(C)/SE(C-II)/EST/SUR-RETNDR/2023-24** and in case, I/We turn out to be the successful Bidder, I/We shall submit the duly signed Tender document No **CE(C)/SE(C-II)/EST/SUR-RETNDR/2023-24** along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority.

Yours faithfully,

Signature

Name &
Designation

Note:

** The Bidder Shall upload the undertaking in Envelope-I and in case the Bidder turns out to be the Successful Bidder, the hard copy of the duly signed Tender document along with the Corrigendum shall be submitted by the Bidder to the department for executing the Agreement.*

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**"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO
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PERIOD OF ONE YEAR"**

SECTION-V

**PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE
IN THE TENDER DOCUMENT DOWN LOADED.**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010
Karnataka, India.

Sir,

I/We _____ do hereby confirm
that no changes have been made in the tender document downloaded and submitted by
us for the tender No. **CE(C)/SE(C-II)/EST/SUR-RETNDR/2023-24.**

Yours faithfully,

Signature

Name & Designation

Note:

* *The Bidder Shall upload the undertaking in Envelope-I.*

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"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION-V

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E
PAYMENT SYSTEM FROM NMPA.**

Name of the party	
Bank Account No	
Account Type (Savings/ Current/ Overdraft)	
Bank name	
Branch Name	
IFSC Code Number (11 Digit)	
Centre (Location)	
Fax No	
e-mail ID if any	
Mobile No	

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should place upload this in Envelope-I*

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"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

SECTION-V

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

Note:

** The Bidder should upload this in Envelope-I*

ANNEXURE - A

"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

FORMAT OF AGREEMENT (DRAFT)

THIS AGREEMENT made the _____ day of _____ 20__ BETWEEN NEW MANGALORE PORT AUTHORITY (hereinafter called "the Employer/Authority") of the one part and _____

_____(hereinafter called "the Contractor") of the other part WHEREAS the Employer/Authority is desirous that certain works should be executed by the Surveyor, Viz **"RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR "**and has accepted a Tender by the Contractor for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs

NOW THIS AGREEMENT WITNESSETH as follows :

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-
 - a) The Letter of Acceptance ;
 - b) The Said Tender document along with Annexures ;
 - c) The Conditions of Contract
 - d) The Specifications;
 - e) The Drawings;
 - f) The Bill of Quantities and
 - g) The Addenda
 - h) Letters exchanged between the Employer/Authority and the Bidder upto the issue of Letter of Acceptance and Notice to commence the work, as separately listed and annexed here to.
3. In consideration of the payments to be made by the Employer/Authority to

the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer/ Authority to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

4. The Employer/ Authority hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws.. This agreement is assigned No.CEA...../2023-24. This agreement contains ----- pages.

For and on behalf of the Employer/Board of NEW MANGALORE PORT AUTHORITY.

1	<p>..... (insert Signature) In the capacity of Chief Engineer (C) Stat</p>	2	<p>..... (insert Signature) In the capacity of Chief Engineer (C)i/c</p>
3	<p>In the presence of (Insert of identification of official witness)</p>		

For on behalf of the Contractor

Signed.....
(insert signature of authorized representative(s) of the Contractor)
In capacity of.....
(Insert title or other appropriate designation)

In the presence of.....
(Insert of identification of official witness)

The contents of Envelop No 2

"PRICE BID"

(To be enclosed in Envelop No-II)

FORM OF TENDER

"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR"

INSTRUCTION:

1. Strike out whichever is not applicable and fill in all the blanks.
2. All additions and alterations in the form should be initialed by the Bidder without which it will not be regarded as authentic.
3. Wherever found necessary, information may be furnished on separate sheets which should be signed at the end of each page.
4. The Authority shall reserve the right to allot the Covered/Open space at its sole discretion and no dispute in this regard shall be entertained.
5. Each page to be signed.
6. Details of Bidder:

i) Type of Bidder:

- () Individual
() Proprietary concern
() Partnership firm
() Private Limited Company
() Public or Private Trust
Society Registered under Karnataka Govt. Co.op
() Act.
() Others (Pl. Specify)

(i)	Name of Bidder	
(ii)	Other details of Bidder	
(iii)	Name of the Partner in case of partnership firm	
(iv)	Name of the Authorized	

	Signatory		
(v)	Designation		
(vi)	Address of its registered office		
	Address for communication		
	Telephone No	Office	
		Residence	
		Fax	
email			
(vii)	List of documents enclosed. Please also see Clause 23 of the Instruction to Bidder		

7. Offer:

I/We desire and hereby make an offer for appointment of Valuer(as per the Terms of reference at Section-IV and other terms and conditions stipulated in the Tender document) in the accompanying statement at Appendix 'I' to the Form of Tender on terms and conditions of tender specified in the invitation of offer and general terms and conditions prescribed by NMPA which shall be deemed to form part of the offer, as if the same were specifically incorporated herein:

8. Earnest Money Deposit (EMD)/Tender Fee:

(a) I / We enclosed EMD in the form of D.D. No. _____ dated _____ for Rs. _____ drawn in favour of The FA&CAO, NEW MANGALORE PORT AUTHORITY on _____ (Name of Bank and Branch) payable in Mangalore in the Envelope No.I towards EMD.

(b) I / We enclosed Tender fee in the form of D.D. No. _____ dated _____ for Rs. _____ drawn in favour of The FA&CAO, NEW MANGALORE PORT AUTHORITY on _____ (Name of Bank and Branch) payable in Mangalore in the Envelope No. I towards Tender fee. (In case of downloaded Tender document)

9. TERMS AND CONDITIONS OF OFFER:

I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under:

- a. I/We shall keep this offer valid for 180 days from the date of opening of offer and will not revoke it before expiry of 180 days from the date of opening of the offer and in the event of my/our failure to keep offer open for 180 days from the date of opening of offer, the EMD paid by me/us under this offer

- shall absolutely be forfeited to the Authority.
- b. The complete tender set i.e. Envelope-I and Envelope-II uploaded as described in **clause No 28** of the Instruction to Bidders respectively of tender and the same is WITHOUT any defacement, addition or alteration as prescribed and with all the relevant Appendices and Proforma duly filled in.
 - c. I/We have not indicated anywhere in the Envelope-I, the amount of our price bid.
 - d. I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you.
 - e. I/We have hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of New Mangalore Port Authority to take further action into the matter.
 - f. I/We have not been blacklisted by any PSU/Government Organisation/ body etc.
 - g. I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.
 - h. I/We understand and accept that the Authority has the right to amend, revoke or modify the project or proposal at its discretion as well as to reject any or all offers received without any liability or any obligation for such rejection or annulment without assigning any reason.

Signature

Date:

Place:

(Bidder's full name)

Note: The Bidder can submit the additional information in their own letterhead and enclose the same along with the Form of tender.

APPENDIX- I To Form of Tender

"TENDER FOR RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR."

THE PROFORMA FOR SUBMISSION OF OFFER

RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR

SECTION - VI

PRICE BID

Name of Work: "RE-TENDER FOR ENGAGEMENT OF SURVEYORS TO CARRY OUT "TOPOGRAPHICAL SURVEY AND REVENUE DRAWINGS OF VARIOUS PLOTS/LAND AT NEW MANGALORE PORT FOR A PERIOD OF ONE YEAR."

SLNo	Location / area	Unit	Quantity (Acres)	Unit Rate (Rate/Acre) (Rs)	Amount in Rupees (figures)	Amount in Rupees (Words)
PART A - TOPOGRAPHY SURVEY						
A-1	a) Carry out the Topographical Survey of various Plots/Land at New Mangalore Port for a period of one year. b) Submission of all deliverables as stated at Cl 2.1.8.	Acres	165			
PART A , Sub Total						
PART B - REVENUE SURVEY						
B- 1	a) Conducting a detailed Topography survey with total station, preparation of base maps with all existing features like roads, buildings etc.	Acre	25			
	b) Procurement of FMBs, RTC and other relevant documents from concerned					

SLNo	Location / area	Unit	Quantity (Acres)	Unit Rate (Rate/Acre) (Rs)	Amount in Rupees (figures)	Amount in Rupees (Words)
	Authorities of State Government.					
	c) Digitisation of all the FMBs and superimposing with the topographic map.					
B-2	a) Preparation of revenue sketch and obtaining signature from the competent authority (Revenue Surveyor) . b) Submission of all deliverables as stated at Cl 2.1.8.	Per doc	5			
	PART B, Sub Total					
	Grand Total = Total Part A + Part B					

The Rate quoted shall be exclusive of Goods & Service Tax. Goods & Service tax as applicable shall be reimbursed to the firm.

Signature of the Bidder
Address:

re-tender for engagement of surveyors to carry out "topographical survey and revenue drawings of various plots/land at new mangalore port for a period of one year
