



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

TENDER DOCUMENT FOR
“PROVIDING CANTEEN SERVICES AT NEW
MANGALORE PORT AUTHORITY, PANAMBUR,
MANGALORE, FOR A
PERIOD OF TWO(02)YEARS”

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

N.I.T. No.3/1/2022-23(ABC)/PLA-2

Date: 18/01/2024

**TITLE OF WORK:TENDER FORPROVIDING CANTEEN SERVICES AT NEW
MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE,
FOR A PERIOD OF TWO(02) YEARS.**

1. बोलीदाताकोहोमपेजमेंउपलब्धक्लिकहियरटूएनरोलकाउपयोगकरकेपोर्टलमेंऑनलाइननामांकनकरनाचाहिए।फिर पोर्टलपरलॉगइनकरनेकेबादई-टोकनकेसाथडिजिटलसिग्नेचरएनरोलमेंटकरनाहोगा।Bidder should Enroll Online in the Portal using the option Click Here available in the Home Page for enrollment. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चातबोलीधारकनामांकनकेदौरानचुनेगएउपयोगकर्ताआईडी / पासवर्डपोर्टलमेंलॉगइनकरपाएंगे।Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरोंद्वारादुरुपयोगनकरतेहुएएंपंजीकृतई-टोकनकाउपयोगबोलीदाताद्वाराहीकियाजानाचाहिए।
The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसीखातेमेंमैपकिएजानेपरDSC कोकिसीअन्यखातेमेंदोबारानहींभेजाजासकताहै।यहकेवलनिष्क्रियहोसकताहै
DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाताअग्रिमरूपसेअद्यतनकरसकतेहैं, दस्तावेज़जैसेप्रमाणपत्र, खरीदआदेशविवरणआदि, मेरेदस्तावेज़विकल्पकेतहतऔरइन्हेंनिविदाआवश्यकताओंकेअनुसारचुनाजासकताहैऔरफिरबोलीजमाकरनेकेदौरान बोलीदस्तावेज़ोंकेसाथसंलग्नकियाजासकताहै।यहबोलीदस्तावेज़ोंकेकमअपलोडकोसुनिश्चितकरेगा।
The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload time of bid documents.
6. निविदाकार्यक्रमडाउनलोडकरने / प्राप्तकरनेकेबाद, बोलीदाताकोसावधानीपूर्वकउनकेमाध्यमसेजानाचाहिएऔरफिरनिविदादस्तावेजकेअनुसारदस्तावेजजमाकरनाचाहिए; अन्यथा, बोलीअस्वीकारकरदीजाएगी
After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. बीओक्यूटेम्पलेटकोबोलीदाताद्वारासंशोधित / प्रतिस्थापितनहींकियाजानाचाहिएऔरसंबंधितकॉलमभरनेकेबादउसेअपलोडकियाजानाचाहिए, अन्यथाबोलीदाताउसनिविदाकेलिएअस्वीकारकिएजानेकेलिएउत्तरदायीहै।बोलीदाताओंकोकेवलबिडरनामऔरवैल्यू दर्जकरनेकीअनुमतिहै।
The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be disqualified for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. यदिकोईस्पष्टीकरणहै, तोयहई- प्रोक्योरमेंटपोर्टलकेमाध्यमसेयानिविदादस्तावेजमेंदिएगएसंपर्कविवरणकेमाध्यमसेऑनलाइनप्राप्तकियाजासकताहै। बोलीदाताकोपोर्टलपरऑनलाइनया<http://eprocure.gov.in/eprocure/appor> www.newmangalore-port.com परबोलीप्रस्तुतकरनेसेपहलेप्रकाशितकिएगएकोरिगेंडमकोध्यानमेंरखनाचाहिए,

बोलीदाताकोअग्रिममेंबोलीदस्तावेजतैयारकरनेचाहिए।निविदाअनुसूचीमेंदर्शाएअनुसारप्रस्तुतकियाजानाचाहिएऔरवेपीडीएफप्रारूपोंमेंहोनेचाहिए।

If the Bidders need any clarifications, the same may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocare.gov.in/eprocare/appor> www.newmangalore-port.com. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. निविदाकर्ताकोनिविदामेंनिर्दिष्टअनुसारबयानाराशिऔरनिविदाशुल्ककीव्यवस्थाकरनीहोगी।निविदाकेलिएनिविदाप्रस्तुतकरनेकीतिथिऔरसमयकेभीतरमूलकोव्यक्तिकोनिविदाआमंत्रणप्राधिकरणमेंपोस्ट / कुरियर / दियाकरनाहोगा। Bidder should arrange for the Earnest Money deposit (EMD) and tender fee as specified in the tender. The original should be posted/couriered/given in person, to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोलीलगानेवालेकोनियमोंऔरशर्तोंकोपढ़नाचाहिएऔरबोलियोंकोजमाकरनेकेलिएआगेबढ़नेकेलिएउसीकोस्वीकारकरनाचाहिए।
The Bidder should read the terms and conditions and accept the same to proceed further to submit the bids. By submitting the bid the bidder acknowledged and accepted all the terms and conditions.
11. बोलीप्रस्तुतकरनेकीप्रक्रियाकेदौरानकिसीभीदेरीयासमस्यासेबचनेकेलिएबोलीलगानेवालेकोनिर्धारितसमयसेपहलेनिविदादस्तावेजकोऑनलाइनजमाकरनाचाहिए।
The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वरकेअंतमेंअपलोडकीगईफ़ाइलकेआकारकीकोईसीमानहींहै।हालाँकि, अपलोडक्लाइंटसिस्टमपरउपलब्धमेमोरीकेसाथ-साथउससमयक्लाइंटसाइडपरउपलब्धनेटवर्कबैंडविड्थपरतयकियाजाताहै।फ़ाइलकाआकारकमकरनेकेलिए, बोलीदाताओंको75-100 DPI मेंदस्तावेजोंकोस्कैनकरनेकासुझावदियाजाताहैताकिस्पष्टताबनीरहेऔरफ़ाइलकाआकारकमहोजाए।यहबहुतकमबैंडविड्थकीगतिपरभीत्व्रितअपलोडकरनेमेंमददकरेगा।
There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. यहध्यानरखनामहत्वपूर्णहैकि, बोलीलगानेवालेकोफ्रीजबोलीबटनपरक्लिककरनाहोगा, यहसुनिश्चितकरनेकेलिएकिवहबोलीप्रस्तुतकरनेकीप्रक्रियापूरीकरताहै।बोलियां, जोअवरूद्धहुएनहींहैं, कोअपूर्ण / अमान्यबोलियोंकेरूपमेंमानकरतथामूल्यांकनउद्देश्योंकेलिएनहींमानाजायेगा।
It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीयमुद्दोंकेकारणबोलीदाताओंद्वाराऑनलाइनबोलीलगानेकेदौरानकिसीभीप्रकारकीदेरीयाकठिनाइयोंकासामना करनेकेलिएनिविदाआमंत्रणप्राधिकरण (TIA) कोजिम्मेदारनहींठहरायाजाएगा।
The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. बोलीदाताइसपोर्टलकेमाध्यमसेहीबोलीदस्तावेजोंकोऑनलाइनमोडमेंजमाकरसकताहै।इसप्रणालीकेमाध्यमसेऑफ़लाइनदस्तावेजोंकोसंभालानहींजाएगा।तकनीकीबोलीकीकेवलहार्डकॉपीउपसचिव, एन.एम.पी.ए. कोनियततारीखसेपहलेपहुंचनीचाहिए।बोलीदातायहसुनिश्चितकरेगाकिन्यूनतमयोग्यतासेसंबंधितसभीदस्तावेजोंको तकनीकीबोलीकेसाथअनिवार्यरूपसेअपलोडकियाजाएगा, जिसमेंअसफलहोनेपरबोलीकोसरसरीतौरपरअस्वीकारकरदियाजाएगा।इससंबंधमेंकोईस्पष्टीकरणनहींमांगाजाएगा।

The bidder shall submit the bid documents by online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोलीकोफ्रीज़करनेकेसमय,ई-
प्रोक्योरमेंटसिस्टमसभीबोलीदस्तावेजोंकोअपलोडकरनेकेबादएकसफलबोलीअपडेटिंगसंदेशदेगाऔरफिरबोलीसारांशकोबोलीनंबर,तिथिऔरजमाकरनेकेसमयकेसाथदिखायाजाएगा।अन्यसभीप्रासंगिकविवरणोंकेसाथबोलीलगाएं।बोलीकर्ताओंद्वाराप्रस्तुतदस्तावेजोंकोबोलीदाताकेई-टोकनकाउपयोगकरकेडिजिटलरूपसेहस्ताक्षरितकियाजाएगाऔरफिरप्रस्तुतकियाजाएगा।
At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders should be digitally signed using the e-token of the bidder and then submitted.
17. बोलीप्रस्तुतकरनेकेबाद,
बोलीसारांशकोप्रिंटकरनाहोगाऔरबोलीप्रस्तुतकरनेकेटोकनकेरूपमेंएकएक्ज़ेक्यूटिवमेंटकेरूपमेंरखनाहोगा।बोलीसारांशनिविदानिबिदाकेलिएबोलीप्रस्तुतकरनेकेप्रमाणकेरूपमेंकार्यकरेगाऔरबोलीउद्घाटनकार्यक्रममेंभागलेनेकेलिएप्रवेशर्षिकेरूपमेंभीकार्यकरेगा।
After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. सिस्टमसेसफलबोलीप्रस्तुतकरनेकामतलबहै,किबोलीदाताद्वाराअपलोडकीगईबोलियांप्राप्तहोकरसिस्टममेंसंग्रहीतकरलीगयीहैं; सिस्टमइसकीशुद्धताकेलिएप्रमाणितनहींकरताहै।
Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. बोलीलगानेवालेकोयहदेखनाचाहिएकिप्रस्तुतकिएगएबोलीदस्तावेजवायरससेमुक्तहैंऔरयदिनिविदाखोलनेकेदौरानवायरसकेकारणदस्तावेजनहींखुलपारहेहैंतोबोलीअस्वीकारकरदीजाएगी।इसकेलिएआर्गेनाइजेशनजिम्मेदारनहींहोगी।
The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
20. टेंडरपोर्टलकेशीर्षपरसर्वरघड़ीसेप्रदर्शितहोनेवालासमय, ई-
प्रोक्योरमेंटपोर्टलमेंबोलीप्रस्तुतकरने,बोलीखोलनेआदिकेअनुरोधकेसभीकार्योंकेलिएमान्यहोगा।इसपोर्टलमेंअनुवर्तिसमयभारतीयमानकसमय (IST) केअनुसारहैजोGMT + 5: 30 है।बोलीलगानेकेदौरानबोलीदाताओंकोइससमयकापालनकरनाहोगा
The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओंसेअनुरोधकियाजाताहैकिवेबोलीप्रस्तुतकरनेकीअंतिमतिथिऔरसमय (सर्वरसिस्टमक्लॉककेअनुसार) सेपहलेनिविदाप्रक्रियाकेलिएऑनलाइनई-प्रोक्योरमेंटसिस्टमकेमाध्यमसेनिविदाएंप्रस्तुतकरें।
The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भागI- तकनीकीबीआईडी केसाथनिविदाफार्मशुल्कऔरबयानाराशि जमाकियाजाएगा।फिस,बयानाराशिकेबिनाप्रस्तुतबीआईडी, जैसाकिऊपरउल्लेखकियागयाहै, मूल्यांकनकेलिएविचारनहींकियाजाएगाऔरसरसरीतौरपरखारिजकरदियाजाएगा।

Tender form Fee and Earnest Money deposit (EMD) shall be submitted with the Part I- Technical BID. BID submitted without fees and Earnest Money deposit (EMD), as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोलीलगानेवाला / निविदाकार /
ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा।
The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।
The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. एलडी / एसडी को जप्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।
In the event of forfeiting the /LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

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NEW MANGALORE PORT AUTHORITY
ADMINISTRATION DEPARTMENT

SCHEDULE OF TENDER (SoT)

1. NOTICE INVITING TENDER

N.I.T. No.3/1/2022-23(ABC)/PLA-2

Date: 18/01/2024

TITLE OF WORK: TENDER FOR “PROVIDING CANTEEN SERVICES AT NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE, FOR A PERIOD OF TWO(02)YEARS

| | | |
|----|---|--|
| 1 | TENDER NO. Tender ID : | 3/1/2022-23(ABC)/PLA-2dated 18/01/2024 2024_NMPT_791047_1 |
| 2 | MODE OF TENDER | E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/ |
| 3 | Earnest Money Deposit | Rs.73,650.00 (Rupees Seventy-Three Thousand Six hundred and Fifty only) inclusive of 18% GST or exemption certificate as per clause No 2.2.1(c) of ITB |
| 4 | Tender Fees | Rs.560.00 (Rupees Five Hundred and Sixty only)inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(c) of ITB |
| 5 | Date of NIT available to parties to download | 18/01/2024 at 13.00 hrs |
| 6 | Start date for submitting of online clarification | 18/01/2024 at 13.00 hrs |
| 7 | Close date for submitting of online clarification | 24/01/2024 at 15.00 hrs |
| 8 | Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp | 24/01/2024 at 10.00 hrs |
| 9 | Date of closing of e-Tender for submission of Bid. | 07/02/2024 at 15.00 hrs |
| 10 | Date & Time of opening of Technical Bid. | 08/02/2024 at 16.00 hrs |
| 11 | Date & Time of opening of Price Bid | To be communicated separately |
| 12 | Contract period | Two years starting from the date as indicated in work orderand same may be extended for a further period of one more year as mutually agreed under the same rates, Terms and Conditions. |
| 13 | Validity of Tender | 120 days from the date of opening of tender (Tech. Bid) |

2.0 INSTRUCTIONS TO THE BIDDERS(ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Secretary on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of “**Providing Canteen Services at New Mangalore Port Authority, Panambur, for a period of two(02) years.** The contract will be extendable by another one year on mutual consent.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit (EMD) **Rs.73,650.00** (Rupees Seventy-Three Thousand Six hundred and Fifty only)in the form of Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque or Bank Guarantee from a commercial Bank or online payment in an acceptable form shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below.
- b) TENDER FEE of**Rs.560.00** (Rupees Five Hundred and Sixty only)- NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1(c) below.
- c) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing notarized supporting certificates along with Technical Bid.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page with Annexures duly filled along with amendments issued by NMPA if any shall only be considered.
- f) The Bidder shall have following certificates/Licences all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
 - i) GST Registration Certificate
 - ii) ESI Registration Certificate
 - iii) PF Registration Certificate with PF code number.
 - iv) PAN Card
 - v) Valid license under the Shops and Establishment Act.
 - vi) Valid license of Food Safety and Standards Authority of India (FSSAI) –The category of FSSAI License should be **STATE LICENSE** issued by **GOVERNMENT OF KARNATAKA.**

- g) Particulars of Bidder as per Annexure –1
- h) Tender Form as per Annexure- 2
- i) Form of Declaration – Annexure-3
- j) Bank Details of the Bidder for E-Payment - Annexure-6
- k) Format for Power of Attorney - Annexure -7

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

- l) Undertaking on indemnification –Annexure 8

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

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

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria as per clause No 2.4.1 & 2.4.2 and Tender Form information as per Annexure -2.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous to operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

2.4.1 The Bidder should have an average Annual financial turnover of **Rs.9.36** Lakhs for the last 3 financial years 2020-2021,2021-2022 & 2022-2023.

Note:-1. Documentary evidence duly self-attested viz – Audited profit and loss statement

for the three years shall be uploaded along with the bid.

2.4.2 The bidder/firm should have experience of at least 02 years in providing similar works during last 7(seven) years ending last day of month previous to the one in which tender is invited.

“**Similar works**” means Providing Canteen Services in

- (i) Any of Major Port Authority, PSUs, autonomous bodies/departments, under the Central Government or State Government having at least 100 employees,
- (ii) Educational Institutions including schools/college hostels having at-least 300 inmates,
- (iii) Hospitals having at-least 100 beds
- (iv) Private Institutions of repute or any reputed company having at-least 300 employees or
- (v) Organization having at-least 300 employees or
- (vi) Own/operate a restaurant with minimum 25 seats.

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

2.4.2.1.1 Self-attested photo copies of LOA/work order/agreements or any other document showing the proof of meeting the “similar works” to be enclosed in the technical bid, along with satisfactory performance certificate issued by the client incase of operating canteen services.

2.4.2.1.2 In case the bidder is owning / operating a restaurant, proof of ownership or operating of the requisite seating capacity restaurant (copy of license issued by the Local Self Govt. Authority) shall be enclosed along with the bid.

2.5 RATES TO BE INCLUDED FOR ALL DEPLOYMENT EXPENSES

2.5.1 The bidder is strongly advised to visit the Administration Building Canteen, Canteen at NMP Hospital Premises and RCHW Building premises before quoting to ascertain the business at the proposed area. The Bidder should quote the rate by taking into consideration all expenses related to the work in the price bid format (Part III).

2.5.2 All expenses towards providing Canteen like deployment of manpower, uniforms, Utensils, Housekeeping materials/tools/equipment, safety measures etc. shall be borne by the Bidder.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

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

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

2.7 ONE BID PER BIDDER

2.7.1 Each bidder should submit only one bid. If the bidder submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted

or requested) it will cause all the proposals with the Bidder's participation to be disqualified.

2.7.1.1 A Bidder shall not have a conflict of interest. All or any Bidder found to have any conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they submit more than one Tender in this Tendering process.

2.7.2 A Bidder who is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, shall be disqualified at any time even after the award of contract.

2.7.3 Bidders shall provide such evidence of their continued eligibility to the satisfaction of Employer/Tender Inviting Authority, as and when the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder has to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.8.4 Any ambiguities, contradictory clauses, incomplete information etc., shall be brought to the notice of Tender Inviting Authority and obtain required clarification before submission of bid. No complaints/representations shall be entertained thereafter.

2.9 EARNEST MONEY DEPOSIT (EMD):-

2.9.1 Bidders should deposit EMD amount of Rs.73,650.00 (Rupees Seventy-Three Thousand Six hundred and Fifty only)

2.9.1.1 The EMD may be accepted in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects. The Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative

Banks) from any branch in India and shall be encashable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 11 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial and priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.200/-. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest.

2.9.1.2 The Earnest Money Deposit of the unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Performance Bank Guarantee as stipulated in the tender.

2.9.1.3 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.

2.9.1.4 The EMD may be forfeited, if

2.9.1.4.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity.

2.9.1.4.2 The successful Bidder fails within the specified time limit to.

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

2.9.1.4.2.2 Fail to commence the contract work of providing canteen facility on the specified date as per LOA/Work order.

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

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

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

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

2.11 AMENDMENTS:

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

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

2.12 LANGUAGE OF TENDER :

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period, action may be taken in accordance with clause 2.21 of Tender Document.

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES:

Pre-bid queries shall be uploaded online through CPP portal on or before 24.01.2024 at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on NMPA/ CPP websites.

2.16 TENDER OPENING AND EVALUATION:

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

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright..

2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the

works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents related to eligibility criteria defined at 2.3 & 2.4 shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

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

2.16.3 **OPENING OF PRICE BID:**

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

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

2.16.3.3 The Bidders has to quote the rate for the subject work in PART-III.

2.16.3.4 The bidders are advised to offer their best possible discount in percentage in the price Bid. The work may be awarded to the bidder (H-1), who quotes the highest percentage of discount from amongst the qualified bidders.

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

2.16.3.6 The Bidder whose bid is accepted by the Port Authority, shall be duly

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

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

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

2.17 AWARD OF CONTRACT

2.17.1 Award Criteria

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

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPA does not bind the bidders to accept the highest (H1) offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure-4 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order.

2.20 PERFORMANCE SECURITY for a sum of Rs.3,68,500.00 (Rupees Three Lakhs Sixty Eight Thousand Five Hundred only) including GST shall be submitted in the form of NEFT or Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Bank Guarantee from a commercial Bank in the approved format or in online payment in an acceptable form within 28 days from the date of issue of LOA/Work order. The Performance Guarantee shall be kept valid for the total contract period of two years plus Six Months claim Period. Thereafter, the above Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per Tender clause No 3.11. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance Guarantee shall also be extended for such extended period plus Six Months claim period.

Note:-1. The Penalty for the delay in submission of the Performance guarantee within the time stipulated above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

2.21 CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Bid/Contract can be terminated at any time even after award of work.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT

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

2.23 SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT/CONCILIATION & SETTLEMENT COMMITTEE:

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of

the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Officer, the matter in dispute shall in the first place, be referred in writing to the Secretary or Secretary's Representative and an attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

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

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

Where Both the parties fails to settle the disputes amicably or either party refuse to accept or not agree with recommendation of Conciliation & Settlement Committee, the dispute may be referred to Arbitration Tribunal comprising of sole arbitrator. The sole arbitrator shall be appointed with the consent of both the parties. NMPA shall furnish 3 names of Arbitrators and the Contractor may choose one out of the three. The Arbitration proceeding shall be conducted as per the arbitration and conciliation Act, 1996. The award passed by the Arbitral Tribunal shall be final and binding and will be in English Language.

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

(Jijo Thomas)
Secretary

3.0 GENERAL TERMS AND CONDITIONS:

3.1 DEFINITIONS

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 "Employer"** means Board of Major Port Authority of New Mangalore Port, a major port constituted under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Secretary or any other officers so nominated by the Board.
- 3.1.2 "Contractor/Service Provider"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the price applicable for each item in BOQ, after applying the percentage of discount quoted by the Contractor in the price/commercial bid.
- 3.1.5 "Work" or "Works"** shall mean providing canteen services at the locations notified by New Mangalore Port Authority by the contractor under the contract.
- 3.1.6** The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which New Mangalore Port Authority Canteen(s) are situated.
- 3.1.7 "Approved" or "Approval"** shall mean approval in writing.
- 3.1.8 "Month"** shall mean English Calendar Month.
- 3.1.9 "Officer-in-charge/representative"** shall mean Secretary or any officer authorized by Secretary for purpose of this contract.
- 3.1.10 "H1 Bid"** means the highest percentage of discount offered by the tenderer from amongst the qualified bids, as adjudged in the evaluation process as per the tender solicitation.
- 3.1.11 Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

3.2 USE OF CONTRACT DOCUMENT:

- 3.2.1** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 3.2.2 Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3 PAYMENT TERMS:

- 3.3.1** The NMPA will not make any payment to the Contractor,

3.3.2 Any claim will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA. Further no interest will be paid on Performance Security amount.

3.4 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I., etc.

3.5 The Contractor shall maintain all the Records/Registers as required under Central and State laws including Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the OIC or his representative.

3.6 **PERSONNEL:** The contractor shall deploy adequate numbers of workers/staff to run the Canteens. The contractor shall pay wages/allowances to the deployed staffs. NMPA shall not be liable/responsible for making any payments to the staff engaged by the contractor. Instruction Book is to be kept by the Contractor at 3 units. Any order or instructions issued by the OIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the OIC in good condition after the completion of the Contract period.

3.7 **PAYMENT OF WAGES:**

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages framed by Govt. of India as applicable from time to time to the worker employed under Area 'B'. Whenever revision of minimum wages, revised by the Central Government as per Minimum Wages Act, 1948 applicable for Central Government Organizations during the currency of the contract, the wages paid shall not be less than the revised rates applicable. The deployed staff will be paid wages on actual working day basis.

3.7.1 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off).

3.7.2 The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished to OIC or his authorized representative if required.

3.7.3 Wages, OT etc. paid shall be entered in personnel register

3.7.4 **The minimum wages per day applicable as on 01.10.2023 as per Minimum Wages Act, 1948 are**

| | |
|---------------------------|----------|
| (a) Skilled | Rs.832/- |
| (b) Semi-skilled | Rs.709/- |
| (c) Unskilled | Rs.628/- |
| (d) Sweeping and cleaning | Rs.628/- |

3.8 WELFARE MEASURES - EPF, ESI etc:

- 3.8.1 All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952”.
- 3.8.2 All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act, 1948”.
- 3.8.3 The EPF & ESI contribution of the employees and immediate employer’s contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor. No reimbursement of EPF & ESI will be made by the port to the contractor for manning of Unit-1, 2 & 3.
- 3.8.4 The documentary evidence related to the payment of EPF, ESI shall be submitted to NMPA every month for ensuring that the contractor has fulfilled all the statutory obligations. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines/taken action as decided by the enforcement authorities or competent authorities of NMPA.

3.9 The Contractor shall be accountable for all losses occurring during the contract period due to negligence by his staff.

3.10 The Employer (NMPA) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor.

3.11 TERMINATION OF THE CONTRACT

3.11.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA who shall be the sole judge and whose decision shall be final, it shall be open to NMPA to terminate this contract by giving not less than 30 days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing the Ministry of MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.11.1.1 forfeit the Performance Guarantee as it may consider fit;

3.11.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary and till such time NMPA is able to appoint a new regular Contractor; recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.

3.11.2 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law or withdraws from the contract in such cases NMPA will have the absolute option of terminating the contract forthwith and the contractor shall have no right for damages or compensations on this account.

3.11.3 Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of Thirty (30) days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.12 DEBARRING OF BUSINESS DEALINGS

3.12.1 In the event of premature termination of contract in terms of provisions of clause 3.11 above, NMPA shall also be entitled to disqualify and debar such Bidder/contractor for participation in future tenders of NMPA for a period of three (3) years at New Mangalore Port Authority duly informing the Ministry of MSME and other agencies if applicable, if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract and record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

3.13 POLICE VERIFICATION

3.13.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

3.14 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the port against all claims including any accidents/incidents while carrying out the contract.

3.15 MEDICAL

3.15.1 The Contractor should have to provide medical report of all the staffs who will be deployed at NMPA Canteen, every year.

3.15.2 The contractor should submit a medical certificate on yearly basis that all his/her employees handling food are not having any contagious diseases.

3.16 INSURANCE

The Contractor shall effect and maintain the following policies at no cost to NMPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. Commercial General Liability (CGL): The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of

50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;

a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.

b. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

ii. **All Risk Policy (ARP)** The contractor shall obtain All Risk Policy (ARP) covering all the risk, claim and liabilities of his own employees as well as to cover the Third Party Liabilities.

iii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any customer, workman or other person in the employment of the Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

iv. **Automobile Liability Insurance** covering use of vehicles / mobile equipment used by Contractor (whether or not owned by them) in connection with the execution of the contract.

v. Indemnity from any tort or deficiency of service

vi. **Claim Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities which are part of operating the canteen without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.

vii. The Contractor shall submit to the Employer;

1.11 Evidence that the insurances described above have been effected and

1.12 Copies of policies for the insurances described in the clauses have been submitted.

1.13 When each premium is paid, the Contractor shall submit evidence of payment to the Employer.

viii. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.

ix. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.17 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnified, defended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnified against any order passed by any executive, quasi-judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman/staff employed by him, or the customer in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) or otherwise under any other laws as amended from time to time.

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract or the customers.

3.18 CONDUCT

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the Canteen and the customer for the preservation of peace and protection of persons and property at the Canteen as well as in the neighborhood of the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

3.19 ACCIDENT

3.19.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or about the canteen or in connection with execution of the contract, report such accidents to the Officer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the OIC.

3.19.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or its customers during the contract period.

3.20 RECORD OF ATTENDANCE

Maintain the Attendance Register for the staff in the prescribed format. The monthly attendance report of the deployed staff shall be submitted by the Contractor to Officer i/c.

3.21 IDENTITY CARD

The Contractor shall issue Identity Cards bearing photographs to their deployed staff. It shall be the responsibility of the Contractor to issue employment card to each staff as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

3.22 FORCE MAJEURE:

Notwithstanding anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time of 10 days from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

(Jijo Thomas)
Secretary

4.0 SPECIAL CONDITIONS OF CONTRACT(SCC):

4.1 PERIOD OF CONTRACT :

The contractor shall carry out the work for a period of two(2) years from the date mentioned in the work order and same may be extended for a further period of one more year as mutually agreed under the same rates, Terms and Conditions.

4.2 Precautions to be Taken: It will be entirely the contractor's responsibility to provide personal protective equipment to his staff and labour force, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

4.3 No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules.

4.4 If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the Officer In-Charge (OIC) or his representative. The personnel posted at the NMPA Canteen by the Contractor/Service provider if found committing any misappropriation/mistake should be replaced immediately on instructions of NMPA representative. The decision of the NMPA representative will be final with respect to the extent of penalties being levied.

4.5 PENALTY:

4.5.1 The Contractor will be penalized on following accounts;

4.5.1.1 A penalty will be imposed on the Contractor/Service provider for every occasion of default. The amount will be recovered from the Contractor/Service provider. This will be in addition to any other action that Management may decide in the event of default in terms of the contract conditions. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Authority, in addition to any other action to be taken under the contract conditions. The description of poor services and corresponding penalty are as follows:

| | | |
|---|--|---|
| 1 | Non operation of any of the Unit (canteen) | Rs 5000 per unit/day |
| 2 | Not maintaining the Canteen premises in hygienic condition | Rs. 2,000.00per unit/day |
| 3 | Serving poor quality of food | Rs 5000 per unit/day |
| 4 | Any other issue/shortcomings other than the above reported by the NMPA representatives | Decided by NMPA considering the gravity of the issue. |

4.5.1.2 In case of unsatisfactory services, a monetary fine as penalty @ Rs.1000/- per day for the concerned unit will be imposed and if the services do not improve within 03 working days, a monetary fine as penalty of Rs. 5,000/- per day will be imposed for subsequent days for the defaults and this will have to be paid by the

Contractor/Service provider within a week on receipt of communication from the NMPA, failing which it will be adjusted against the Performance Security.

- 4.5.1.3 The Canteen Committee of NMPA is authorized to check the quality of raw materials used in the canteen. At any time if substandard/unauthorized materials are found, the Contractor/Service provider will be penalized at the discretion of NMPA. The penalty will include at least Rs.5,000/- per occasion in case if it is found using sub-standard material.
- 4.5.1.4 The contractor should give an undertaking that if any complaint is received under sexual harassment of women at work place, against any personnel employed by the contractor, then immediately that employee or worker should not be permitted to enter NMPA premises other than to attend Internal Complaints Committee (ICC) inquiries. In case, if such employee is found guilty during the inquiry of ICC, he or she must be dismissed from the service. If not done within a month of submission of final report of ICC, then the contractor shall be debarred/blacklisted and terminated from the services and cannot participate in future tenders for a period of 3 years. Also the contractor has to pay a fine of Rs.1,00,000.00 (Rupees One lakh only) to NMPA.
- 4.12 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Contractor and no representation will be entertained in this regard by NMPA.
- 4.13 The person deployed by the Contractor shall not have any claim against NMPA or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.
- 4.14 The Contractor shall be contactable at all times and message sent by email/Special Messenger/Whatsapp or such agreed mode from the NMPA to the Contractor shall be acknowledged immediately on receipt on the same day.
- 4.15 The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
- 4.16 The Contractor should furnish the list of Personnel to be deployed with full particulars such as age, qualification, address, etc. before the commencement of the Agreement.
- 4.17 The Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output at all the units.
- 4.18 In case NMPA in its sole discretion notify any deployed person as not desirable and not suitable for whatever reasons it may be, the contractor/agency upon so being notified by NMPA, shall withdraw such person(s) forthwith and substitute by a person(s) acceptable to NMPA.
- 4.19 It shall be the responsibility of the Contractor to issue employment card to each staff as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.
- 4.20 The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 4.21 The Contractor agrees to indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by

accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

- 4.22 The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc., of the contractor's employees performing duties under this contract.
- 4.23 The Contractor shall be obliged and solely responsible to comply with all statutory, security, safety requirements in respect of the manpower engaged by the firm and the NMPA shall not be a party to any dispute arising out of such deployment by the Contractor for any reason and the contractor shall always keep NMPA indemnified and harmless in this regard including but not limited to defending the claims or cases before any forum by engaging Advocates etc. at the cost of contractor.
- 4.24 The manpower deployed by the Contractor under this contract shall be the employee of the Contractor and in no circumstance shall ever have any claim of employment with the New Mangalore Port Authority.

4.25 **Uniform-**

4.25.1 The contractor/Service provider should provide suitable uniforms, head caps, aprons, hand gloves, shoes, etc. to the deployed staff or canteen services. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees and ensure that these personnel report for duty in clean uniforms. The colour and texture of the cloth will be decided mutually.

4.25.2 The contractor/Service provider shall ensure that their personnel wear Uniforms and Identity Cards provided by the Service Provider in such a way that it is prominently displayed and visible so that any person can identify the individual representing the Service Provider.

4.25.3 The Service Provider shall ensure the following dress code:

4.25.3.1 Cooking personnel should wear aprons and head (hair) cap and hand gloves

4.25.3.2 Servicing personnel should wear aprons, caps and hand gloves

4.25.3.3 The Service Provider shall ensure that the canteen and catering personnel should have undergone proper training on all canteen and catering related issues and should be decent and well behaved.

4.26 Registers and other Records to be maintained

The Registers and Records to be maintained by Contractor include the following amongst other required registers and records:

- (i) Register of persons Employed / deployed.
- (ii) Form of Register of Wages cum Muster Roll.
- (iii) Proof of Wages paid to each employee, in the form of copy of Bank Account Statement.
- (iv) An attendance register shall be maintained by the Contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in NMPA.
- (v) The Contractor shall maintain all statutory Registers under the applicable laws. The Contractor shall produce the same, on demand, to the concerned authority of NMPA or any

other authority under law.

- 4.27 **Warning Clause-** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:
- (a) First Complaint - Verbal Warning.
 - (b) Second & Third Complaint - Written Warning/Show Cause Notice.
 - (c) Fourth Complaint - Issue of show cause notice for termination of Contract and PBG of the contract will be forfeited.
- 4.28 Contractor's staff shall not claim any type of compensation/Absorption/Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor. Further, the contractor shall ensure that, the deployed staffs are not affiliated to any unions etc.
- 4.29 The contractor shall keep a complaint/ suggestion book at a pre-designated place in every unit to record complaint/ suggestion on services rendered by the contractor and such complaint shall be taken note of and acted upon immediately as required to the satisfaction of the New Mangalore Port Authority.
- 4.30 Misuse of electricity, water, telephone facility, furniture, fixtures & electric appliances shall be considered as a breach of contract and the successful. The contractor/service provider shall be liable to make good the same apart from any other action that may be taken under the contract.
- 4.31 Statutory requirements: The contractor shall comply with the provisions of all Labour Legislation's of Central and State enactment and any bye-laws, rules, order or notification of any Government, Municipal or local authority for the time being in force affecting the work undertaken by him. The contractor will keep the NMPA indemnified against all claims, penalties, losses that may be incurred by reasons of any breach of the contract statute, bye laws, rules, regulations, notifications, etc.
- 4.32 The employees must have high order of discipline and required skills/expertise in extending canteen services of top order and any employee/s found by the Secretary, NMPA as incompetent shall be removed by the contractor from the Canteen within 24 hours.
- 4.33 On expiry of contract or in event of termination, the contractor shall ensure that employees deployed by him are withdrawn immediately from the NMPACanteen. It shall be explicitly understood that none of the employees of the contractor will have any right against the NMPA during or after termination/expiry of this contract as it is the fundamental basis of the contractor only and not of the New Mangalore Port Authority.
- 4.34 Any theft or damages caused to the Port property under the contract due to negligence of the successful contractor/service provider shall be borne by the successful contractor/service provider. Appropriate amount of penalty after due consideration and hearing will be imposed by New Mangalore Port Authority. Chairman, NMPA's decision in this regard shall be binding on the contractor.
- 4.35 The employees of the successful contractor/service provider shall maintain strict discipline and not use any violent, obscene or offensive language while inside the premises. In the case of misbehavior, New Mangalore Port Authority has the right to take action as deemed fit.

- 4.36 The Contractor will be held responsible for the complaints of the staffs in respect of unsatisfactory maintenance of Canteen. A penalty will be imposed as stipulated in the clause No.4.5 above for every default. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Authority, in addition to any other action to be taken under the contract conditions.
- 4.37 The Rate after discount quoted in this bid shall be for the food items to be supplied to employees and staff of contractors at NMPA Canteen – Unit 1, 2 & 3, The Firm/Agency/Bidder shall not be allowed to reduce the listed items (in BOQ) from the canteen without prior written permission from NMPA. Failure to supply any item at the indicated cost shall be considered a breach of contract and invite action.
- 4.38 The Firm/Agency/Bidder shall use recyclable /reusable plates & cups to avoid usage of plastic.
- 4.39 Items to be sold in Canteen shall be at the approved rates only. Packaged food and beverages should not be sold more than MRP.
- 4.40 The Contractor/Service Provider will occupy the space earmarked for canteen and kitchen and shall not occupy the adjacent verandas and open space.
- 4.41 The Contractor/Service Provider will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The Firm/Agency/Bidder will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the Firm/Agency/Bidder to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The Firm/Agency/Bidder will also ensure that no used utensils viz. Cups, plates are lying in the NMPA campus and these should be removed immediately and frequently.
- 4.42 The NMPA Canteen Committee member(s) may inspect the preparation of food and quality etc. on time to time.
- 4.43 No responsibility will be taken by the NMPA for credit sales to staff, employees and others, losses or pilferage.
- 4.44 NMPA will not provide any consumable or non-consumable items including raw materials at the canteen. The Contractor shall also be responsible to take care of NMPA assets and any other appliances provided during the contract period. Any fault identified in any appliances shall be reported to the concerned OIC immediately for putting them in order. On termination of agreement, the Contractor/Service Provider will hand over all such equipment / articles in good working condition back to NMPA.
- 4.45 The Contractor/Service Provider shall not use the canteen premises for any other activity except for the purpose for which it has been provided.
- 4.46 On termination of the contract, the Contractor shall return the utensils / canteen Furniture / Fixtures / Equipment etc. provided by NMPA.
- 4.47 The Contractor/Service Provider shall not sell any cigarette, beedi, pan, alcohol etc. in the canteen and in the NMPA premises, if anyone is found indulging in these activities; the person shall be asked to leave the campus immediately and the Contractor/Service Provider shall be liable to lose the contract for breach of this condition.
- 4.48 The Contractor/Service Provider shall ensure that either he himself or one of his responsible supervisors remains present during breakfast/lunch/tea/snacks services to the employees.

- 4.49 The Contractor/Service Provider shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteens, in addition to what is provided by NMPA as per list enclosed in the Annexure-8.
- 4.50 The Contractor/Service Provider shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the NMPA immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 4.51 The Contractor/Service Provider shall not keep the canteen closed without prior permission from the NMPA authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NMPA, as it may deem fit.
- 4.52 The Contractor/Service Provider shall provide adequate numbers of worker/staff to facilitate serving of Tea/Drinks/Refreshments etc. to employees.
- 4.53 The Contractor/Service Provider be responsible for any breakage/damage by his employees in the process of work and in such an event, the amount as determined by NMPA will be recovered from the contractor.
- 4.54 No item other than food/snacks will be taken out of the Canteen without prior written permission of the Secretary of New Mangalore Port Authority.
- 4.55 The Contractor/Service Provider shall carry out periodical pest control in dining hall, kitchen area, and other areas of Canteen to control the menace of bed bugs and breeding of small insects / mosquitoes etc., at least once in every quarter and other wise as and when required, at his own cost. Report in this regard has to be furnished in the first week of the following month after every quarter.
- 4.56 Floors of the rooms and corridor/wings, surroundings of Canteen will be cleaned daily with reputed brand detergent/phenyl (harmless WHO certified chemicals) and also Bathrooms and Toilets should be kept clean at all times. The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning.
- 4.57 The Contractor is responsible for providing the accommodation facility to their deployed manpower. No facility for accommodation is provided by NMPA. However, based on request from the Contractor, NMPA Quarters shall be allotted on monthly market rent basis, fixed by NMPA subject to availability. The Contractor is responsible for payment of rent and other charges i.e. Electricity bill, Water charges etc. in case quarters are allotted.
- 4.58 Compliance of Labour Law -The contractor shall fulfill all obligations under various labour laws in force as amended from time to time regarding deployment of contract workers in respect of the services provided under this contract.
- 4.59 The authorized New Mangalore Port Authority Officers shall have uninterrupted access to the NMPACanteen at any time with the permission of Chairman / Dy. Chairman / Secretary.
- 4.60 The employees engaged by the contractor will be medically examined by qualified medical practitioner on yearly basis. The medical report should be submitted to the port for verification and the expenditure towards the same shall be borne by the contractor.

(Jijo Thomas)
Secretary

5.0 SCOPE OF WORK

5.1 The Canteen at New Mangalore Port Authority, Panambur, Mangalore comprising of three units as detailed below.

5.1.1 **NMPA Canteen- at Administration Building -Unit One**

The 1st unit is situated in the ground floor of Administration Building, New Mangalore Port Authority, Panambur, Mangalore, Karnataka. This Canteen should cater only vegetarian food to the employees, labourers and visitors during 08-00 AM to 6-00 PM or such extended hours throughout the year except Saturday, Sunday and General Holidays.

5.1.2 **NMPA Canteen- at RCHW Building - Unit Two**

The contractor shall also offer services at Unit-2 i.e., space earmarked in the ground floor of RCHW Building situated on the left hand side of the approach road from the highway to New Mangalore Port Authority, Admin. Building. This unit shall provide veg. and non-veg. food to the employees of other organizations, companies in the port area and general public also. The contractor shall provide canteen facility on all days, at timings permissible under the prevalent Government rules.

5.1.3 **NMPA Cafeteria- Adjacent to NMP Hospital- Unit Three**

The contractor has to offer services at Unit-3 i.e., at NMP Hospital premises. This Cafeteria should provide veg. and non-veg. food to the employees, labourers, visitors, patients of Hospital and outside customers. The contractor shall provide canteen facility on all days, at timings permissible under the prevalent Government rules.

5.1.4 The contractor shall operate additional Canteen/cafeteria facility on temporary arrangement for supply of food to employees working in other locations in the NMPA area on short notice, if required during the contract period at the same rates, terms and conditions with applicable discount.

5.1.5 **The rates of additional items will be as approved by the management from time to time.**

5.2 **Responsibility of the Contractor:**

5.2.1 The contractor has to supply the food items at rates after discount quoted as per BOQ which will be applicable at unit 1, 2 & 3 for the employees and Contractual staff of NMPA. However, only Veg items will be cooked and provided at Unit-1.

5.2.2 The Contractor/Service provider shall procure all raw materials and cook food items in the canteen complying with the standards, as specified by the Food Safety and Standards Association of India (FSSAI).

5.2.3 The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible and disposed off at pre-designated areas only.

5.2.4 The food preparation shall be wholesome and shall generally cater to the taste of the employees.

- 5.2.5 The oil that remains from deep frying at the end of the day shall have to be disposed of and shall not be recycled for the purpose of cooking again.
- 5.2.6 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard.
- 5.2.7 Contractor/Service provider shall ensure that only hot cooked food is served to the employees. Complaint, if any, in this regard shall be viewed seriously.
- 5.2.8 Contractor/Service provider shall ensure that sufficient man power is deployed at all times for preparation and serving the food items, maintenance of hygiene and cleanliness in canteen and overall upkeep of Canteen assets and premises.
- 5.2.9 Contractor/Service provider shall ensure that the Cooks and staffs are experienced persons, well knowledgeable in food preparation, snacks preparations, preservation, service, washing and cleaning.
- 5.2.10 Contractor/Service provider should supply the food items at Unit-1, 2 & 3 or additional units referred in clause 5.1.4, at the rates fixed on finalization of tender for the employees and the staff of contractors of NMPA.
- 5.2.11 The Approved rate list should also be displayed at all the 3 Canteen Units mandatorily.
- 5.2.12 Contractor/Service provider should provide Raw materials used like tea, milk, curd, coffee, masala, ghee, refined oil, vegetables, food grains, rice, pulses and other eatables like bread, butter, jam, fruits, pickles, juice and non-vegetarian food like eggs, chicken, meat, fish etc., to be served to the users shall be fresh and good quality of reputed brand as approved by the FSSAI.
- 5.2.13 Contractor/Service provider shall be responsible for purchase of raw materials, cooking of food items and serving to the users at his own cost.
- 5.2.14 Contractor/Service provider should provide the following new items for providing catering services at his / their own cost.
- Kitchen Utensils, Crockery, Cutlery, Serving dish
 - Cooking Pots and Pans, Cookware and Bake ware
 - Food storage /Kitchen storage containers, Food warmer cum Buffet serving set
 - Gas stove with LPG Refills, Gas cylinder, cold storage, rice cooker, pressure cooker, idly steamer etc.
- 5.2.15 Contractor has to provide following minimum staff as may be required for providing Canteen services at Unit-1:

| Sl. No | Category of worker | Minimum required worker | Minimum Qualification |
|--------|--|-------------------------|--|
| 01 | Cooking Staff (Skilled) | 2 Nos | Who can prepare hygienic food for Breakfast, Lunch and meeting/special meeting/ function etc. with minimum of 2 years experience in the related work |
| 02 | Support Staff (Billing/Juice maker/Veg Cutting) (Semi-Skilled) | 2 Nos | Having qualification of SSLC/PUC having experience of 1 year in the related work |
| 03 | Service Staff (Un Skilled) | 2 Nos | Having qualification of SSLC having experience of 1 year in the related work |

| | | | |
|----|---|------|---|
| 04 | Washing Staff (Sweeping and Cleaning) | 1 No | To ensure very good and regular cleaning and house-keeping services in the Canteen. |
|----|---|------|---|

** Contractor shall deploy adequate staff in other units as per the requirement.

5.2.15.1 Duties and Responsibility of staffs deployed by the contractor:-

5.2.15.1.1 The personnel deployed at the Unit-1 shall work at least during 08-00 AM to 6-00 PM throughout the year except Saturday, Sunday and General Holidays. The personnel deployed at Unit -2 & 3 shall be deployed as per permissible hours under the prevalent Govt. rules.

5.2.15.1.2 The manpower so deployed shall have to adhere to the punctuality strictly.

5.2.15.1.3 The Contractor shall provide a supervisor for control/supervision of the manpower to take instructions from Officer In-charge.

5.2.15.1.4 The Contractor shall submit the profile of the personnel engaged by them for the contract at least two (2) days prior to the start of contract as indicated in the work order/LOA. The qualification of the staffs deployed shall be as per clause No.5.1.15.

5.2.15.1.5 The Contractor shall ensure smooth operation of the canteen services throughout the contract period by continuously monitoring the staffs deployed.

5.2.15.1.6 Maintaining the Attendance Register for the staff in the prescribed format of NMPA which shall be periodically checked and verified by officer i/c. or his representative.

5.2.15.1.7 Maintaining good liaison and cordial relations with the Port staff

5.2.16 The Contractor/Service Provider shall ensure daily removal of canteen garbage such as food waste, cooking oil, should be disposal from the canteen premises as per Central Pollution Control Board. Records should be maintained daily and submitted to Administration Department (PLA Section) every month end.

5.2.17 The Contractor/Service Provider will ensure that the cooks and service staff are suitably qualified and trained for the job. It shall also be ensured that the staff have proper shave and clipped nails while cooking food and should wear apron and head gear.

5.2.18 The Contractor/Service Provider will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.

5.2.19 The Contractor/Service Provider will be required to display the Menu and rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteens.

5.2.20 The Contractor/Service Provider should assess the service requirements at the canteens and arrange for sufficient equipment & crockery and other items normally required to cater to the customers. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.

- 5.2.21 The Contractor/Service Provider should take all safety measures (including fire) while running canteen. He will keep a First- Aid box for the persons deployed to work in canteen.
- 5.2.22 The Contractor/Service Provider shall not deploy minor / child labour for the Canteen work.
- 5.2.23 The rates for different items shall be as per the list enclosed. The contractor if intends to serve eatables not specified in the menu as per BOQ of Unit-1, 2 & 3, the same must be with the approval of rates by the Canteen committee / NMPA Authorities.
- 5.2.24 The Contractor/Service Provider shall provide various kinds of food beverages, snacks and eateries in the canteen at such price/quotes as approved by the Canteen Committee from time to time. In case of failure, all these items would be served on contractor's account and at his risk by making alternative arrangements, which may please be noted. Deductions against such arrangements will be made from the Security Deposits
- 5.2.25 The Canteen services should capture innovative variety and balanced nutrition both for vegetarians and non-vegetarians. Requirement of Canteen services include: (a) Breakfast, Lunch and afternoon snacks with tea/coffee for employees and staff of contractors at Unit-1 and dinner also at other Units.
- 5.2.26 The Contractor/Service Provider will maintain daily served menu list in proper register and may be certified daily by canteen committee member authorized for the purpose
- 5.2.27 The maintenance of the equipment/including replacement if any, during the contract period will be the responsibility of the contractor.
- 5.2.28 The contractor should provide only Vegetarian food at Unit -1 & Non-veg items at Unit -2 & 3.
- 5.2.29 The contractor should arrange water purifier, water cooler, additional fridge/deep freezer if required. Raw materials like food articles, cooking fuel / gas cylinder, cleaning/washing materials/tools/crockery/cutlery, utensils and manpower should be provided by the contractor at his/their own cost at all locations.
- 5.2.30 The contractor has the freedom to fix the rate for food items (Veg & Non-veg)for customer other than employees and contractual employees of NMPA at Unit - 2 &Unit-3. The menu/ rate list shall be informed from time to time to the Port and displayed prominently inside Unit-2 and Unit-3. However the contractor should supply food (Veg & Non-veg items)to NMPA employees and contractual employees of NMPA, at Unit - 2 & Unit -3 as per rates after discount quoted on BOQ.
- 5.2.31 For items (Veg & Non-veg) which are not covered in the BOQ, the rates applicable to the employees and contractual employees will be fixed by the contractor separately/as and when required, in the consultation with the canteen committee /with the approval of NMPA
- 5.2.32 The contractor may utilize the kitchen facilities at Unit -1 for cooking veg food for the other two Units also. However, the contractor is at liberty to setup own kitchen/cooking arrangements at Unit -2 & 3.
- 5.2.33 NMPA has duly constituted Canteen Committee assigned with following responsibilities:-
1. To fix rates for the items not listed in the BOQ of the tender in consultation with the contractor and submit for approval of NMPA.
 2. To inspect and ensure the cleanliness, hygiene and sanitation in the kitchen and canteen from time to time.

3. To check the quality of raw materials used in the canteen.
4. To inspect the preparation of food and quality etc. from time to time.
5. To ensure that the snacks / food are prepared as per the day wise menu mentioned in the BOQ.

The above scope of work is indicative only. However, if any of the works are missed out, it doesn't absolve the contractor from carrying out the work, as per the scope of work.

5.3 Facilities Provided by NMPA

- 5.3.1 NMPA will provide Building space for the canteens on a rent free basis.
- 5.3.2 NMPA will provide Infrastructure including electrical fixtures, furniture including tables, chairs and essential kitchen equipment as per attached at (Annexure-10).
- 5.3.3 NMPA will provide water and electricity on free of cost subject to a ceiling limit fixed for each unit as detailed below. Consumption over and above the ceiling will be charged at NMPA rates.

5.3.3.1 Water

Free of cost water to all 3 canteens total 660 Kilo Liters per month i.e., 300 KL for Unit-1, 300 KL for Unit-2 and 60 KL for Unit-3

5.3.3.2 Electricity

Electricity will be provided free of cost to all 3 canteens total 6300 units per month i.e., 3000 units for Unit-1, 3000 units for Unit-2 and 300 unit for Unit-3.

- 5.3.4 NMPA will make arrangements for all routine maintenance work related to building and water/power supply.
- 5.3.5 NMPA is also considering provision of Air Conditioners to UNIT-1 & UNIT-2 and in such event the free Units of Power shall be enhanced proportionately.

(Jijo Thomas)
Secretary

PARTICULARS OF BIDDER:

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

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

Signature & seal of the Bidder

TENDER FORM

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

To,

The Secretary,
New Mangalore Port Authority,
Panambur, Mangalore – 575 010.
India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Providing Canteen Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”**. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees/Performance Security of Rs.3,68,500.00 in the manner set forth in the GCC of tender, if our tender is accepted.
3. We further undertake, to enter into and execute within 21 days of acceptance, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon, if our tender is accepted.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the Earnest Money Deposit (EMD) as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that NMPA is not bound to accept the highest (H1) or any tender it may receive or)cancel the bidding at its discretion.
9. We further declare and confirm that the bid is submitted after a careful reading of the tender document and having satisfied that contents are clear and unambiguous. It is further confirmed that we have received all clarifications and visited the premises before bidding.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:
Address:

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

“Providing Canteen Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”.

Ref: _____

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

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

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

AGREEMENT

THIS AGREEMENT made at Mangalore on this day _____ by and

BETWEEN

M/s. _____ represented by
its _____ (hereinafter called "the Contractor") which expression shall
unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs,
executors, administrators successors and permitted assigns) of the one part

and

THE BOARD OF MAJOR PORT AUTHORITY, NEW MANGLORE PORT AUTHORITY
incorporated by Major Port Authority Act having its Office at Panambur, Mangalore represented
by its Secretary- _____ (herein after called "The Board") which expression shall
unless excluded by or repugnant to the context or meaning hereof, be deemed to include their
successors and assigns) of other part.

WHEREAS the Board have accepted a tender by the Contractor for **“Providing Canteen
Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02)
years”** from _____ to _____ and guaranteeing the performance for contract period
vide Work Order No. _____ **dtd.** _____.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively
assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as
part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied
or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the
Contractor HEREBY COVENANT with the Board for **“Providing Canteen Services at New
Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”** in
conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “Providing Canteen Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”**. The Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned dated...../...../20__ and contains with 3 pages in all.

(Contractor)
COMPANY SEAL

Witness: 1.
(Name & Signature)

2.
(Name & Signature)

SECRETARY
For and On behalf of the NMPA (Board)

Witness 1.
(Name & Signature)

2.
(Name & Signature)

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of THE BOARD OF MAJOR PORT AUTHORITY, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 2021 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“Providing Canteen Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”**vide Work Order No. _____ (hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the .Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.3,68,500.00 (Rupees Three Lakh Sixty Eight Thousand Five Hundred only) to Board, we the ----- Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs.3,68,500.00 (Rupees Three Lakh Sixty Eight Thousand Five Hundred only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, _____(Name of the Bank), do hereby undertake to pay Rs.3,68,500.00 (Rupees Three Lakh Sixty Eight Thousand Five Hundred only) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.3,68,500.00 (Rupees Three Lakh Sixty Eight Thousand Five Hundred only)
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or

till the Secretary/Secretary/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs.3,68,500.00 (Rupees Three Lakh Sixty Eight Thousand Five Hundred only).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/20__.
11. The Bank Guarantee is encashable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----20__

For

(Authorised Signatory/s)
(Name & Code No.)
(For and on behalf of Bank.)

Bank Information for E-Payment

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

Signature and seal of the Bidder

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Firm/Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“Providing Canteen Services at New Mangalore Port Authority, Panambur, Mangalore, for a period of two(02) years”**
Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Firm/Co.) to the dispute resolution 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 Firm/Company could do, if present and acting there.

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

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

of the powers hereby given.

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

INDEMNITY BOND

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

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

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

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

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

The Indemnifier shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The Indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against Indemnified arising out of this work,

the Port shall have the right to deduct the same from the bill amount payable to the Indemnifier after verification of the validity and if admissible as per rules.

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

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.200/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit(EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this **BG is authorized to do so-should also be enclosed**]

A. List of essential Kitchen Equipment available at Unit-1 only

| Sl.No | Description | Quantity |
|-------|--|----------|
| 1. | Water purifier & Cooler | 1 |
| 2. | Tilting Masala Grinder | 1 |
| 3. | Electrical Heater | 3 |
| 4. | Single Burner Gas Stove with regulator & HP Gas Cylinder | 1 |
| 5. | Empty Cylinder | 4 |
| 6. | Double Gas Burner Stove with Regulator & Gas Cylinder | 1 |
| 7. | Idly Steamer | 1 |
| 8. | Dosa Tawa (Big) | 1 |
| 9. | Kadai | 4 nos |
| 10. | Steel Katara | 11 |
| 11. | Steel Bucket | 10 |
| 12. | Steel Tray Round | 11 |
| 13. | Steel Plate (medium) | 21 |
| 14. | Steel Plate (small) | 23 |
| 15. | Steel Small plate (medium) | 25 |
| 16. | Steel Rice Plate (Extra) | 92 |
| 17. | Steel Small Plate (snacks) | 74 |
| 18. | Steel (big) plate (snacks) | 39 |
| 19. | Steel spoon | 46 |
| 20. | Steel Tea saucer | 74 |
| 21. | Steel Tea Glass | 70 |
| 22. | Sambar service bowl (dual) | 1 |
| 23. | Steel water jug | 4 |
| 24. | Service spoon | 15 |
| 25. | Water glass | 22 |
| 26. | Steel Tray | 4 |
| 27. | Steel Tray (Dakkan) | 6 |
| 28. | Steel Lunch plate 3 department | 81 |
| 29. | Steel cup idly size | 145 |
| 30. | Lunch Big | 22 |
| 31. | Steel drum | 1 |
| 32. | Steel Plata | 1 |
| 33. | Steel chimta/pakkad | 1 |
| 34. | Steel Tea Mug (Big) | 2 |
| 35. | Steel Tea Mug (Medium) | 2 |
| 36. | Steel topu (small) | 1 |
| 37. | Steel dabba | 3 |
| 38. | Cutting Board | 4(wood) |
| 39. | Jally (MS) | 1 |

| | | |
|-----|--------------------------------------|----|
| 40. | Aluminium Topu (Small/Big/Medium) | 20 |
| 41. | Aluminium Katara | 1 |
| 42. | Tea Kitley Big | 1 |
| 43. | Tea Kitley (Small) | 3 |
| 44. | Tea Mug | 2 |
| 45. | Aluminium small Topu | 2 |
| 46. | M.S Patla big | 1 |
| 47. | Hot box/chapatti box | 3 |
| 48. | Aluminium tray | 2 |
| 49. | Mutta katti(vegetable cutting tool) | 1 |
| 50. | Aluminium that(Dakkan) | 12 |
| 51. | Aluminium bucket | 3 |
| 52. | Rice jally | 2 |
| 53. | Plastic dabba | 1 |
| 54. | Plastic tabb | 2 |
| 55. | Flask | 1 |
| 56. | Chappati roller | 3 |
| 57. | Aluminium Kadai | 2 |
| 58. | Aluminium Tea Mug | 1 |
| 59. | Plastic mug | 1 |

A. List of Kitchen Equipment/appliances provided by NMPA (Unit 1)

| | | |
|-----|--|---|
| 1. | Commercial Dosa Hot Plate | 1 |
| 2. | Wet Grinder Small 2 ¹ / ₂ Ltrs | 1 |
| 3. | Mixer | 1 |
| 4. | OTG Oven | 1 |
| 5. | Rice Boiler | 1 |
| 6. | Fly Catcher | 1 |
| 7. | Sandwitch Griller | 1 |
| 8. | Idli Steamer | 1 |
| 9. | Filter Coffee maker | 1 |
| 10 | Dish Washer | 1 |
| 11. | Refrigerator | 1 |

B. List of Kitchen Equipment/appliances provided by NMPA (Unit 2)

| | | |
|---|---|--------|
| 1 | Deep Freezer | 1 |
| 2 | Tilting Wet Grinder 20 Ltrs | 1 |
| 3 | Electric coil heaters | 1 |
| 4 | Mixer | 1 |
| 5 | Egg Boiler | 1 |
| 6 | Fly Catcher | 1 |
| 7 | Cash Counter Table (For Unit-2) | 1 |
| 8 | Canteen Table and chairs (For Unit-2) 6 Seater 4 Seater | 4 8 |
| 9 | Refrigerator | 1 |

C. List of Kitchen Equipment/appliances provided by NMPA (Unit 3)

| | | |
|---|---------------------|---|
| 1 | Mixer | 1 |
| 2 | OTG Oven | 1 |
| 3 | Filter Coffee maker | 1 |
| 4 | Refrigerator | 1 |

Annexure 11

| Sl. No. | Item Description | Maximum Rates Rs. |
|---------|--|-------------------|
| 1 | 2 | 3 |
| 1 | BOQ Particulars | |
| 1.01 | 1 Cup Tea/Green Tea/Lemon Tea/Black Tea (125ml) | 10 |
| 1.02 | 1 Cup Coffee(NesCafe/ Bru) (125ml) | 10 |
| 1.03 | Milk Plain (without water)With sugar(200 ml) | 15 |
| 1.04 | Milk with Bournvita/Horlicks/Boost etc. (200 ml+20gm) | 20 |
| 1.05 | Milk with Cornflakes(150 ml +50gm) | 20 |
| 1.06 | Butter Milk (200 ml) | 10 |
| 1.07 | Milk Shake/Fresh Fruit Juice/ (200 ml) | 30 |
| 1.08 | Lime Soda (200 ml) | 20 |
| 1.09 | Bread Toast Slice (2 Nos) | 10 |
| 1.10 | Lunch (Veg) Rice (Raw/Boiled), Chapatti /Poori (2Nos), Dal/ Vegetable/Sabji, Sambar, Rasam, Curd (50gm)/ Butter milk (60 ml), Papad, Pickle | 30 |
| 1.11 | Mini Meal (veg) Rice (Raw/Boiled) 150 gram, Vegetable/Sabji, Sambar, Rasam, Butter milk (60 ml), Pickle | 20 |
| 1.12 | Curd Rice with pickle 250 gm | 20 |
| 1.13 | Extra Rice (Raw/Boiled) (200 gram) | 10 |
| 1.14 | Extra Curry/Bhaji(150 gram) | 10 |
| 1.15 | Special Lunch (veg) • Two Vegetables(One Seasonal Vegetable(100grs) • One Palak Paneer/Kadai Paneer /Mushroom/Paneer Mutter (100 gram) etc. • Daal Fry/Dal Tadka(100grams) • Pullav/Jeera Rice (Basmati) (50grams) • Chapatti/Tandoori Roti/ Nan (2No.) • Rice(White/Boiled) (150 gram) • Rasam, Salad, Lijjat Papad, Pickle • Raita/Plain Curd / Dahi Bhalla (50grams) • Sweet dish | 100 |
| 1.16 | Plain Dosa (2 pcs) | 20 |
| 1.17 | Plain Dosa (1 pc) | 15 |
| 1.18 | NeerDosa (2 Pcs) | 15 |
| 1.19 | NeerDosa (1 Pc) | 10 |
| 1.20 | RagiDosa (1 Pc) | 15 |

| | | |
|------|--|----|
| 1.21 | Sprouted Moong (100 gm) | 20 |
| 1.22 | Aloo Bonda (100 grm) | 10 |
| 1.23 | Daal Vada (100 grm) | 10 |
| 1.24 | Banana Podi (4 Pcs) | 20 |
| 1.25 | Gulab Jamun (2 piece) 150 grams | 20 |
| 1.26 | Channa Chat (100 gm) | 20 |
| 1.27 | Samosa regular (1 Piece 100 grm) | 12 |
| 1.28 | Chapatti with Curry (2 Chapatti) | 25 |
| 1.29 | Chapatti with Curry (1 Chapatti) | 15 |
| 1.30 | Masala Dosa (1 Pc) | 25 |
| 1.31 | SevPuri (6 Pcs) | 25 |
| 1.32 | Masala Puri (6 Pcs) | 25 |
| 1.33 | Chana Vada (100 gm) | 10 |
| 1.34 | Veg Pakoda One plate (100 gm) | 20 |
| 1.35 | Buns (100gm) | 15 |
| 1.36 | Boiled Channa Chat, 100 gms | 15 |
| 1.37 | Sprouted Channa (100 gm) | 20 |
| 1.38 | Poori, Sabji (2 Poori, Sabji) | 25 |
| 1.39 | Poori, Sabji (1 Poori, Sabji) | 15 |
| 1.40 | Spring Roll Dosa (1 Pc) | 30 |
| 1.41 | Uttappam /Onion Dosa (2 pcs) | 30 |
| 1.42 | BhelPuri (100 gm) | 20 |
| 1.43 | DahiPuri (6 Pcs) | 25 |
| 1.44 | Veg Sandwich(1 Piece) | 25 |
| 1.45 | Veg. cutlet (2 piece) | 25 |
| 1.46 | Grilled Sandwich (2 Big Pcs) | 25 |
| 1.47 | Sprouted and boiled Moong Beans, 150gms | 15 |
| 1.48 | Idli sambar & Chutney (2 Idli) | 20 |
| 1.49 | Idli sambar & Chutney (1Idli) | 10 |
| 1.50 | Sczehwan Masala Dosa (1 Pc) | 30 |
| 1.51 | Hesaru Avalakki (150 gm) | 20 |
| 1.52 | Aloo Paratha with pickle, curd (One piece 150 gms) | 20 |
| 1.53 | Chinese Bhel (100 gm) | 25 |
| 1.54 | MisalPav (2 No) | 20 |
| 1.55 | One Bread Pakoda (potato filled 75 Grm) | 15 |
| 1.56 | One Paneer Pakoda (75 gm) | 20 |
| 1.57 | PavBhaji (2 Pav + 150 gram Bhaji) | 30 |
| 1.58 | Gobi chilly/Manchurian (150 grms) | 40 |
| 1.59 | Vada sambar & Chutney (2 Vada) | 25 |
| 1.60 | Vada sambar & Chutney (1 Vada) | 15 |
| 1.61 | Mysore Masala Dosa (1 Pc) | 30 |

| | | |
|------|---|-----|
| 1.62 | UppittuAvalakki (150 gm) | 20 |
| 1.63 | Poha/Upma/Sheera (150gms) 2 spoons | 20 |
| 1.64 | Dahi Vada (1 Piece 120 gm) | 25 |
| 1.65 | Onion Pakoda(100 gm) | 15 |
| 1.66 | Goli Bajje (5 Pcs) | 18 |
| 1.67 | Veg Pulav (SonaMasuri-Rice) (250 gm) | 25 |
| 1.68 | Veg /Biryani/Fried Rice (250 gm) | 40 |
| 1.69 | Paneer chilly/Manchurian (150 gm) | 60 |
| 1.70 | Fish Curry Rice Rice (Raw/Boiled), Fish curry(1pc)/Vegetable/Sabji, Butter milk, Pickle | 30 |
| 1.71 | Chicken Sukka (Full) | 80 |
| 1.72 | Chicken Sukka (Half) | 40 |
| 1.73 | Chicken Chilly (Full) (6 pc) | 80 |
| 1.74 | Chicken Chilly (Half) (3 pc) | 40 |
| 1.75 | Chicken Manchurian (8 pc) | 80 |
| 1.76 | Chicken Masala (5 pc) | 70 |
| 1.77 | Chicken Kabab (1 pc) | 15 |
| 1.78 | Chicken Pepper (Full) (6 pc) | 90 |
| 1.79 | Chicken Pepper (Half) (3 pc) | 45 |
| 1.80 | Chicken Biryani (Full) (2 big pc) Branded Basmathi rice | 100 |
| 1.81 | Chicken Biryani (Half) (1 big pc) Branded Basmathi rice | 60 |
| 1.82 | Chicken Fried Rice | 60 |
| 1.83 | Egg Beriyani (Half) 1Egg | 40 |
| 1.84 | Egg Beriyani (Full) 2 Egg | 80 |
| 1.85 | Egg chilly/Manchurian (2 eggs) | 40 |
| 1.86 | Egg Fried Rice | 60 |
| 1.87 | Egg Curry (2 eggs) thick gravy | 40 |
| 1.88 | Egg Burji (2 eggs) | 30 |
| 1.89 | Egg Omlette (2 eggs) | 20 |
| 1.90 | Egg Boiled (1 egg) | 8 |

Validate

Print

Help

Wise BoQ

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

Name of Work: "PROVIDING CANTEEN SERVICES AT NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE, FOR A PERIOD OF TWO (02)YEARSr"

Tender Contract No: 3/1/2022-23(ABC)/PLA-2 dtd: 18-01-2024

| | |
|---|--|
| Name of the Bidder/ Bidding Firm/ Company : | |
|---|--|

PRICE SCHEDULE**(DISCOUNT IN PERCENTAGE)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | TEXT # | TEXT # | NUMBER # |
|----------|--------------------------------|------------------|------------|--|
| Sl. No. | Item Description | Item Code / Make | Units | Percentage Discount offered on Rates as per the rates @ Annexure 11) |
| 1 | 2 | 3 | 5 | 7 |
| 1 | BOQ Particulars | | | |
| 1.01 | Refer rate list at Annexure 11 | item 1 | Percentage | |

Note:

- 1) The quoted discounted rate is applicable for Unit 1, 2 & 3. However, non-veg items will be served at Unit 2 & 3 only.
- 2) The rates of any other food items which is not included in the BoQ/Menu may be fixed in consultation with the Canteen Committee with the approval of NMPA as mentioned at tender clause no. 5.2.31.
- 3) The bidders are advised to offer their best possible discount. The quoted discount is applicable to each item in BOQ.
- 4) The Highest Discount (H1) bidder will be decided upon by the highest discount offer by the particular Bidder.
- 5) If bidder is interested in selling Beverages like Soft drinks/packaged goods, the same should not be sold at more than the MRP.
- 6) All the bidders shall quote discount rates in the Price Bid BoQ only.
- 7) Cold Beverages and other packed food items shall be sold at MRP only

PART-IV

NMPA BANK DETAILS FOR REMITTING TENDER FEES

| | | |
|---|-------------------|--|
| 1 | Name of Payee: | The FA & CAO, New Mangalore Port Authority Panambur, Mangalore. |
| 2 | Name of the Bank: | State Bank of India, Panambur, Mangalore Pin:- 575 010. |
| 3 | Bank A/C No. | 10205649448 |
| 4 | IFSC Code: | SBIN0002249 |
| 5 | MICR Code: | 575002011 |

PART- V**CHECK LIST****Tender No: 3/1/2022-23(ABC)/PLA-2****Dated: 18/01/2024****SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID**

| DETAILS OF DOCUMENT TO BE SUBMITTED | | YES | NO | |
|--|---|---|-----------|--|
| TECHNICAL BID | 1 | RTGS receipt of Cost of Tender & Earnest Money Deposit (EMD) or supporting document for exemption of EMD & Tender Fee as per clause 2.2.1(c) | | |
| | 2 | Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested | | |
| | 3 | Copies of Audited profit and loss statement for the last three years, endorsed by Chartered Accountant with attestation. | | |
| | 4 | Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate with PF Code number e) License under the Shops and Establishment Act f) License of Food Safety and Standards Authority of India(FSSAI) | | |
| | 5 | Tender Document- sealed and signed by the bidder along with Pre-bid replies, corrigendum/addendums if any | | |
| | 6 | a) Annexure --1 -- Particulars of Bidder. b) Annexure --2 -- Tender Form c) Annexure --3 -- Format of Declaration d) Annexure --6 -- Bank information for E-payment e) Annexure --7 -- Power of Attorney | | |
| PRICE BID | PART-III - Price Schedule (Online Mode Only) | | | |