



TENDER DOCUMENT
NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
NIT No. CIVIL/CE(C)/EE(C)/55/2023-24
E-Tender ID. 2024_NMPT_795958_1

Tender for

**PROVIDING CONSULTANCY SERVICES FOR EXTENSION OF HEIGHTS OF PORT
NAVIGATIONAL CHANNEL TRANSIT LIGHTS TOWERS AT NMPA.**

THROUGH E-TENDERING MODE

Estimated Amount	:	Rs. 19,00,000/-
E.M.D.	:	Rs. 44,900/-
Tender Fee	:	Rs. 560/- (Including GST @ 12%)

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NEW MANGALORE PORT AUTHORITY
PANAMBUR MANGALORE-575010
1 - NOTICE INVITING E-TENDER
NIT No. CIVIL/CE(C)/EE(C)/ 55/2023-24
TENDER ID: 2024_NMPT_795958_1

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the firms fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for Providing Consultancy Services for extension of heights of Port navigational channel Transit Lights towers at NMPA..

Minimum Eligibility Criteria:

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

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

At least Three similar completed projects costing consultancy charges not less than the amount equal to Rs.7.60 lakhs each

or

At least Two similar completed projects costing consultancy charges not less than the amount equal to Rs. 9.50 lakhs each

or

At least One similar completed projects costing consultancy charges not less than the amount equal to Rs. 15.20 lakhs

Note:1 Similar work(s) means Providing Consultancy services or Detailed Engineering Services for any Civil Engineering Projects comprising both RCC & Steel Structure / Towers.

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

- b. The average Financial Turnover of the Bidder during the last three financial years 2020-21, 2021-22 & 2022-23 shall not be less than Rs.5.70 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The financial capacity to be 3.33 times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

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

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

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

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

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

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

Pertinent information is given in the following table:

i)	Earnest Money Deposit (EMD)	<p>Rs.44,900/- (Rupees FortyFour Thousand Nine Hundred Only). The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid</p> <p>The benefit of Exemption of EMD to all Micro and Small Enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or</p>
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		Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered.
ii)	Cost of Tender (Tender fee) [non-refundable]	Rs. 560/- (Rupees Five Hundred Sixty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender Fee to all Micro and small Enterprises (MSE) will also be allowed. For this purpose, the bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered.
iii)	Document download start date and time	19-02-2024 at 15.00 HRS
iv)	Seek clarification start date and time	26-02-2024 at 10:00 HRS
v)	Seek clarification end date and time	27-02-2024 at 15:00 HRS
vi)	Bid submission start date and time	04-03-2024 at 10.00 HRS
vii)	Bid submission closing date and time	11-03-2024 at 15.00 HRS
viii)	Date & time of opening of Cover - I : Technical Part - II : Financial	12-03-2024 at 15.30 HRS Shall be communicated separately.
ix)	Completion period	5 (Five) Months
x)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall pay the prescribed Earnest Money Deposit (EMD) of Rs.44900/- (Rupees FourtyFour Thousand Nine Hundred Only) and cost of tender (Tender Fee) of Rs. 560/- (Rupees Five Hundred Sixty Only) through E-payment in favour of F.A. & C.A.O., NMPA to the Bank Account details given below.

NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore-575010.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

Contact Nos. 0824-2887306 and 0824-2407149

Email id: yogindra.s@nmpt.gov.in;

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time. Prospective bidder who need clarifications on any specific issue, if any, shall submit to the Executive Engineer (Civil), New Mangalore Port Authority, Panambur, Mangaluru-575010 before the date and time indicated in Online bid reference in writing and a copy of the same shall also be submitted through Email provided here in. No queries / clarifications shall be entertained after the date and time indicated in NIT.

Communications:

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

Phone : 0824 2887306 / 2887308

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

Executive Engineer (Civil)

2. INSTRUCTION TO PROSPECTIVE BIDDER

2.1 The General Information of New Mangalore Port

2.1.1 The Major Port of New Mangalore popularly known as NMPA is an all-weather port with an artificial lagoon type harbour situated at Panambur, Mangalore, Karnataka on the west coast of India, 170 nautical miles south of Mormugao and 191 nautical miles north of Cochin Port at location 12°55'N; 74°48'E. The port is approached through a 7.5 km long channel with water depths -15.4 m CD in the outer channel and -15.1 m CD in the inner channel. The Port has a total land area of approximately 822ha & water spread area of about 120 ha.

The Port has 3 dock basins.

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

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

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

The details of the towers are as follows:

1. FLL (Front Leading Light) is building structure of base width 3.80m X3.80m and total height including steel structure above the building is 25.0m.
2. MLL (Middle Leading Light) is a building structure of base width 3.80m X3.80m and total height including steel structure above the building is 33.0m.
3. RLL (Rear Leading Light) is a steel structure over concrete pedestal having base width 3.40m X 2.40m and the total height of the structure is 36.0m.
4. NFTL and SFTL (North Front Tow Line and South Front Tow Line) is a steel structure over concrete pedestal having base width 2.0m X 2.0m and the total height of the structure is 10.0m.
5. NRTL and SRTL (North Rear Tow Line and South Rear Tow Line) is also steel structure over concrete pedestal having base width 2.0m X 2.0m and the total height of the structure is 12.0m.

2.1.2 Objective:

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

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

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

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

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

Part I – Structural stability study and health checkup of Towers

Carrying out structural stability/ health checkup of the RCC structural elements and Steel structural members of the existing seven (7) Nos. of navigational channel Transit Beacon Towers of heights in the range of 10 m to 36 m (As per Annexure-A) using Ultrasonic Pulse Velocity (UPV) test, Core drilling test, Carbonation test,

Half-cell potential Test and Evaluation of Chlorides, pH through concrete powder samples and steel NDT including cost of all necessary materials, labour, personnel, tools, equipments etc., complete Processing the NDT measured data and submission of detailed report inter-alia covering the outcome of the NDT/ condition assessment and recommendation on the feasibility for increasing the height of each transit beacon tower to the required heights as per Annexure-A. Suggesting suitable Rehabilitation methodology for the distressed structural elements, if required including preparation of detailed design, drawings & cost estimate to increase the heights as per Annexure-A

Note: The NDT tests will be conducted up to the accessible heights of the towers.

Part II – Design of New transit light towers

Carrying out the detailed design, cost estimate and submission of GFC drawings for new set of state of art technology transit light towers for required heights as per Annexure-A (for those towers, the outcome of the studies mentioned in part I above is found to be negative). However, since, the front and rear of North and south transit towers are identical, detailed design, estimation and submission of GFC drawings as detailed above alone shall be carried out for one out of the identical towers and the adaptability of the same for the other set taking into account to site conditions, etc., shall be verified and, if required, design, drawing & estimation shall be modified. In case the original design, estimation and GFC drawings for identical towers found to be same, then the payment shall be as per actuals on pro-rata basis.

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

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

2.1.6 Pre-Qualification Criteria (PQC):

Bidders fulfilling the following minimum criteria shall only be eligible to participate in the price bidding. Though criteria mentioned above are the basic criteria for consideration of a bid fulfillment, all the Bidders are requested to submit supporting documents substantiating their claim for eligibility/qualification to participate in the price bidding.

2.1.7 Power of Attorney:

The Applicant should submit a Power of Attorney as per the format at Annexure-2; provided, however, that such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

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

2.2.1 This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

- i) Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
- ii) Bidder then logs into the portal giving user id / password chosen during enrollment.
- iii) The e-token that is registered should be used by the bidder and should not be misused by others.
- iv) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- v) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- vi) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- vii) The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- viii) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender

document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on www.newmangaloreport.gov.in Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

- ix) Bidder should arrange for the EMD and tender fee as specified in the tender. The benefit of Exemption of EMD and Tender Fee to all Micro and small Enterprises (MSE) will also be allowed. For this purpose, the bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered..
- x) The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
- xi) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- xii) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- xiii) It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xiv) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xv) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- xvi) At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents

submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- xvii) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- xviii) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- xix) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xx) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- xxi) The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
- xxii) Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily. The benefit of Exemption of EMD and Tender Fee to all Micro and small Enterprises (MSE) will also be allowed. For this purpose, the bidder shall upload with their offer, proof of their being MSE registered with District Industries Centre (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Scale Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered..
- xxiii) The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
- xxiv) The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

2.2.2 Cover – I Details (Technical)

The following documents shall be uploaded online only.

1. Scanned copy of NEFT Payment details for cost of tender / documentary evidence for exemption of Cost of Tender (Tender Fee).
2. Scanned copy of RTGS/NEFT Payment details for EMD (bid security) / documentary evidence for exemption of EMD
3. Scanned copy of documents as per Annexure 1 to 12(Original power of attorney, Annexure-2 to be submitted by post or by hand immediately after the closing date for submission of online e-tender).
4. Scanned copy of valid GST Registration certificate, ESI, EPF and PAN Card.
5. Technical bid document along with amendments and clarifications.
6. Integrity Pact (IP) Agreement dully signed and sealed as per Annexure - 13

2.2.3 Cover – II Detail (Finance)

Financial Bid (Price bid)

1. Price should be quoted in the BOQ template available in the portal (Appendix – II). The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
2. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.
3. The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

2.2.4 Opening of bids

- A. Part-I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Part-II Price bid will be opened electronically of only those bidder(s) whose Part-I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence most competitive prices may be quoted while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instructions / guidelines shall be taken. All entries in the tender should be entered in online Technical & Commercial Formats without any

ambiguity.

2.2.5 Evaluation process:

A proposal shall be considered responsive if :-

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or
 - (2) which limits in any substantial way, inconsistent with the Tender document, or
 - (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer (Civil) will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers.
- m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time

- n. The cost of stamping Agreement must be borne by the successful Tenderer
- o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

2.2.6 Bid Due Date

Bid should be submitted on or before 1500 hours IST on notified bid due date in the manner and form as detailed in this bid document. Bids submitted by fax mail transmission, telex or email will not be acceptable. NMPA at sole discretion may extend Bid Due Date by issuing an Addendum, if any.

2.2.7 Time for Completion:

The time frame for the Consultancy Service for preparation of detailed consultancy report is 5 (Five) Months from the date of award.

The firm shall note at the discretion of Employer without assigning any reasons whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due upto the completed stage, will be made as indicated in the Financial Proposal. In case assignment foreclose in the middle of any indicated stage in financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

The Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. NO ESCALATION will be paid under this contract. The price quoted shall be kept from throughout the Contract period and not subject to variation under any circumstances.

2.2.8 Change to Submitted proposals:

Any alterations, modifications or change in the submitted proposal shall be sent in writing and must reach the Executive Engineer (Civil), NMPA, prior to the closing time on the Bid Due Date. No notice of change, alteration or modifications of the changed proposal shall be accepted after closing time on Bid Due Date.

2.2.9 Award of Assignment / Services:

The party selected for award of assignment shall be issued letter of award by NMPA. This letter along with written acknowledgement of the successful party shall constitute a bidding contract between the party/ ties with NMP till signing of formal agreement.

2.2.10 Bid Validity:

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

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee. If the bidder does not willing to extend the bid validity period, the bid shall be rejected by the employer as non-responsive.

2.2.11 NMPA may insist providing RFID passes to all the personnel deployed in this work. The consultant has to arrange for the issue of the RFID passes to all staffs of his team of the work through NMPA.

2.2.12 Any other information regarding the above proposal can be obtained from the Chief Engineer (Civil), Superintending Engineer (Civil) and Executive Engineer (Civil) in person or on Telephone No. 0824-2887 301, 305 / 306 & e-mail (chiefengineer@nmpt.gov.in / yogindra.s@nmpt.gov.in). The site visit will also be arranged if desired by the bidders. For this purpose, the bidders are requested to send a letter to the above E-mail address furnishing the details of the persons along with copies of Id proofs at least three days prior to the date of site visit for arranging wharf entry passes.

2.2.13 Integrity Pact

Integrity Pact (IP) shall cover this RFP throughout its various phases, and IP would be deemed as a part of the contract. The Applicant should sign and submit a 'Integrity Pact' to be executed between the Applicant and the Authority as per the format at Annexure 13, and shall be submitted along with the Bid Enclosure in the manner provided in this RFP. IP would be implemented through the following Independent External Monitor ("IEM") for this Bid:

Dr. Sudhash Chandra Khuntia, IAS (Retd.)

16-C, MCHS Colony, HSR Layout (sector – 6)

Bangalore – 560 102

Mob. 9868247979

Email: skhuntia@hotmail.com

3. GENERAL CONDITIONS OF CONTRACT

3.1 Definitions and Interpretation

3.1.1 The words and expressions beginning with capital letters, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them

- a. "Agreement" means the form of Agreement, together with all the Annexes;
- b. "Agreement Value" shall have the meaning set forth in Clause 3.32.1;
- c. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d. "Confidential Information" shall have the meaning set forth in Clause 3.22;
- e. "Conflict of Interest" shall have the meaning set forth in Clause 3.21;
- f. "Dispute" shall have the meaning set forth in Clause 3.38;
- g. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 3.12;
- h. "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- i. "Government" means the Government of India;
- j. "INR, Re. or Rs." Means Indian Rupees;
- k. "Member", in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- l. "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m. "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- n. "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- o. "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- p. "Services" means the work to be performed by the Consultant pursuant, as described in the Terms of Reference hereto;
- q. "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- r. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

3.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of the Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Form of Agreement;
- b) Annexes of Agreement;
- c) RFP and Corrigendum's if any; and
- d) Letter of Award

3.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the conditions of contract; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the conditions of contract.

3.4 **Governing law and jurisdiction**

The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Mangalore shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

3.5 **Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

3.6 **Table of contents and headings**

The tables of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

3.7 **Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall

- a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 3.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 3.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Mangalore it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

3.8 Location

3.8.1 The Services shall be performed at the offices of the Consultant in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Authority.

3.8.2 The Authority may require the expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

3.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Contract,

including without limitation the receiving of instructions and payments from the Authority.

3.10 **Authorised Representatives**

3.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 3.10.

3.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Chief Engineer (Civil), Civil Engineering Department New Mangalore Port Authority, Panambur, Mangalore – 575 010, Karnataka (India) Phone : 0824 2407493, Fax :0824 2407493 Email : chiefengineer@nmpt.gov.in

3.10.3 The Consultant may designate one of its employees as Consultant's representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: -----

Mobile: -----

Fax: -----

E-mail: -----

3.11 **Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

3.12 **COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT**

3.12.1 **Effectiveness of Contract**

This Contract shall come into force and effect on the date of this Contract (the "Effective Date")

3.12.2 **Commencement of Services**

The Consultant shall commence the Services within a period of 15 (Fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

3.13 **Termination of Contract for failure to commence Services** If the Consultant does not commence the Services within the period specified in Clause 3.12.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, this Contract

shall stand terminated and the Consultant shall be deemed to have accepted such termination.

3.14 Expiration of Contract

Unless terminated earlier pursuant to Clauses 3.19.1 or 3.19.2 hereof, this Contract shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

3.15 Entire Contract

This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Contract.

3.16 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

3.17 Force Majeure

3.17.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultant

or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.17.2 **No breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3.17.3 **Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.17.4 **Extension of time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.17.5 **Payments**

The payment shall be made to the Consultant as specified in the **Clause 4.6** of Terms of Reference Appendix 1.

3.17.6 **Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.18 **Suspension of Contract**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

3.19 Termination of Contract

3.19.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 3.19.1, terminate this Contract if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 3.18 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 3.38 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

3.19.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 3.19.2, terminate this Contract if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 11 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.38 hereof.

3.19.3 Cessation of rights and obligations

Upon termination of this Contract pursuant to Clauses 3.19.1 or 3.19.2 hereof, or upon expiration of this Contract pursuant to Clause 4.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.22 hereof;
- (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.20, as relate to the Consultant's Services provided under this Contract, and (iv) any right or remedy which a Party may have under this Contract or the Applicable Laws.

3.19.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.19.1 or 3.19.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and

materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 5.8 or 5.9 hereof.

3.19.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 3.19.1 or 3.19.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

(i) reimbursable expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 3.19.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel.

3.19.6 **Disputes about Events of Termination** If either Party disputes whether an event specified in Clause 3.19.1 or in Clause 3.19.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 3.38 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.20 **OBLIGATIONS OF THE CONSULTANT**

3.20.1 **Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.20.2 **Terms of Reference**

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Appendix-1 of this Contract. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.20.3 **Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.21 **Conflict of Interest**

3.21.1 The **Consultant** shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

3.21.2 **Consultant** and Affiliates not to be otherwise interested in the Project The **Consultant** agrees that, during the term of this Contract and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.21.3 **Prohibition of conflicting activities**

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; (b) after the termination of this Contract, such other activities as may be specified in the Agreement; or (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.21.4 **Consultant not to benefit from commissions, discounts, etc**

The remuneration of the Consultant pursuant to Clause 7 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.21.5 The **Consultant** and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.21.6 Without prejudice to the rights of the Authority under Clause 3.21.5 above and the other rights and remedies which the Authority may have under this Contract, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.21.7 For the purposes of Clauses 3.21.5 and 3.21.6, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the

expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

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

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Contract;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.22 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of the Authority. Notwithstanding the aforesaid, the

Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information: (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them; (ii) was obtained from a third party with no known duty to maintain its confidentiality; (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.23 Liability of the Consultant

3.23.1 The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.23.2 The Consultant shall, subject to the limitation specified in Clause 3.23.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.23.3 The Parties hereto agree that in case of negligence or any misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 3.32.1 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.23.4 This limitation of liability specified in Clause 3.23.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying

out the Services subject, however, to a limit equal to 3 (three) times the Contract Value.

3.23.5 Professional Liability Insurance including deficiencies / inadequacies in the design and other features for a period of ten years or as per applicable law, whichever is higher, after completion of the Bidder services with a minimum coverage equal to the remuneration for the services (agreement value). The Bidder has to furnish receipt of the premium applicable for full period of the insurance coverage within one month of award of work, to the Employer.

3.24 **Accounting, inspection and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.25 **Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract; or (c) any other action that is specified in this Contract.

3.26 **Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

3.27 **Documents prepared by the Consultant to be property of the Authority**

3.27.1 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy

Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.27.2 The Consultant shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without the prior written approval of the Authority.

3.27.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.28 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.29 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority and officials of the Authority are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.30 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.23, it shall indemnify the Authority against any inaccuracy in

its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice.

The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

3.31 OBLIGATIONS OF THE AUTHORITY

3.31.1 Assistance in clearances etc.

Unless otherwise specified in the Contract, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

3.31.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

3.31.3 **Change in Applicable Law** All GST and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

3.31.4 **Payment** In consideration of the Services performed by the Consultant under this Contract, the Authority shall make to the Consultant such payments and in such manner as is provided in **Clause 4.6** of this Contract.

3.32 PAYMENT TO THE CONSULTANT

3.32.1 **Cost estimates and Agreement Value** Except as may be otherwise agreed under Clause 3.16, the payments under this Contract shall not exceed the Contract value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs..... (Rs.....).

3.32.2 **Currency of payment** All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

3.32.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) The Consultant shall be paid for its services as per the Payment Schedule at 4.6 of Appendix - 1, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage; and
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- c) The final payment under this Clause 3.32.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ PLR SBI +2% (two per cent) per annum.
- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

3.33 Performance Security

Within ten days of the receipt of the award letter from Authority, the successful bidder/s shall furnish to the Authority a performance security in the form of a Bank Guarantee of a Nationalized/ Scheduled Bank, enforceable and encashable at Mangalore for an amount equivalent to 10% of the awarded cost/ fee including GST rounded off to nearest highest 1000 as per the draft proforma specified at Annex-10 of the proposal document. Failure of the successful bidder to lodge and subsequently renew the required Bank Guarantee shall be constitute sufficient grounds for the termination of the contract and forfeiting of "Bid security". The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder/s

3.34 Liquidated Damages

3.34.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

3.34.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) per week of the activity specified in Time & Payment Schedule - Clause 4 of TOR, subject to a maximum of 10% (ten per cent) of Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

3.34.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause

3.35 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in **Clause 3.34**, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring

for a specified period may also be initiated as per policy of the Authority. In the event of forfeiting the EMD/SD/Performance Security and imposition of liquidated damages, GST is applicable and while imposing penalty GST shall be collected.

3.36 FAIRNESS AND GOOD FAITH

3.36.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure authorizedion of the objectives of this Agreement.

3.36.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

3.37 Insurance

3.37.1 Professional Liability Insurance including deficiencies / inadequacies in the design and other features for a period of ten years or as per applicable law, whichever is higher, after completion of the Bidder services with a minimum coverage equal to the remuneration for the services (agreement value). The Bidder has to furnish receipt of the premium applicable for full period of the insurance coverage within one month of award of work, to the Employer.

3.37.2 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.

- a) loss of or damage to the Works, Plant and Materials
- b) loss of or damage to Equipment;
- c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- d) personal injury or death.

3.37.3 Policies and certificates for insurance shall be delivered by the contractor to the Engineer or his nominee for the Engineer or his nominee's approval

before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 3.37.4 If the contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 3.37.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.
- 3.37.6 Both parties shall comply with all conditions of the insurance policies.
- 3.37.7 The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 5 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.
- 3.37.8 The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- 3.37.9 Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- 3.37.10 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules

there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

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

3.38 SETTLEMENT OF DISPUTES

3.38.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

3.38.2 Dispute resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 3.38.3.

3.38.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute

3.38.4 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman, New Mangalore Port Authority and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof

for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.38.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.38.5.

3.38.5 Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 3.38.4, shall be finally decided by reference to arbitration by an Arbitral Tribunal. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation (Amendment) Act, 2015. The venue of such arbitration shall be Mangalore and the language of arbitration proceedings shall be English. There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules

The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

4. TERMS OF REFERENCES**A. Definition:**

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

4.2 “Firm / Firms” means the Engineering Firm appointed for the work of “Providing Consultancy Services for extension of heights of Port navigational channel Transit Lights towers at NMPA.”.

4.3 Scope of work;

4.3.1The following will be the detailed scope of work for the work of Providing Consultancy Services for extension of heights of Port navigational channel Transit Lights towers at NMPA:

Part I – Structural stability study and health checkup of Towers

Carrying out structural stability/ health checkup of the RCC structural elements and Steel structural members of the existing seven (7) Nos. of navigational channel Transit Beacon Towers of heights in the range of 10 m to 36 m (As per Annexure-A) using Ultrasonic Pulse Velocity (UPV) test, Core drilling test, Carbonation test, Half-cell potential Test and Evaluation of Chlorides, pH through concrete powder samples and steel NDT including cost of all necessary materials, labour, personnel, tools, equipments etc., complete Processing the NDT measured data and submission of detailed report inter-alia covering the outcome of the NDT/ condition assessment and recommendation on the feasibility for increasing the height of each transit beacon tower to the required heights as per Annexure-A. Suggesting suitable Rehabilitation methodology for the distressed structural elements, if required including preparation of detailed design, drawings & cost estimate to increase the heights as per Annexure-A

Note: The NDT tests will be conducted up to the accessible heights of the towers.

Part II – Design of New transit light towers

Carrying out the detailed design, cost estimate and submission of GFC drawings for new set of state of art technology transit light towers for required heights as per Annexure-A (for those towers, the outcome of the studies mentioned in part I above is found to be negative). However, since, the front and rear of North and south transit towers are identical, detailed design, estimation and submission of GFC drawings as detailed above alone shall be carried out for one out of the identical towers and the adaptability of the same for the other set taking into account to site conditions, etc., shall be verified and, if required, design, drawing & estimation shall be modified. In case the original design,

estimation and GFC drawings for identical towers found to be same, then the payment shall be as per actuals on pro-rata basis.

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

4.4 Deliverables;

- 4.1 The Deliverables for the work of Consultancy Service for preparation of detailed consultancy report for Extension of Heights of port navigational channel transit lights as follows:-
 - a. Submission of draft detail report comprising of test reports of stability / health check of all 7 existing RCC / steel structures by testing methods specified in description of BOQ Item No. 1, evaluation of test results, recommendation of feasibility for increasing the height of each transit beacon tower to the required heights as per Annexure A, suggesting suitable Rehabilitation methodology for distressed structural elements, if required including preparation of detailed design, drawing & cost estimate to increase the heights as per Annexure – A.
 - b. Submission of final draft detailed report after incorporating the corrections /

- clarifications / suggestions if any, of the Department on draft report.
- c. Submission of draft detail report on carrying out the detailed design, cost estimate and submission of Good for Construction drawings for new set of state of art technology transit light tower for required heights as per Annexure A and as per scope of work covered in Item No. 2 of BOQ.
 - d. Submission of final draft detailed report after incorporating the corrections / suggestions / clarifications if any, of the Department on draft report mentioned at c) above.
 - e. Final detailed report comprising report mentioned at b) & d above.

4.5 Time Schedule

The time frame for the Consultancy Service for preparation of detailed consultancy report is 5 (Five) Months

4.6 Terms of Payment

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

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

Part I

- i. 50% payment of total quoted value of Part I on submission of detailed draft report covering scope of work mentioned in Part I BOQ for the 7 towers.
- ii. 20% of total quoted value of Part I on submission of draft final report for Part I.
- iii. 30% of the total quoted value of part II on submission of draft final report on completion of assignment in all respect (i.e along with final stage payment of Part II).

Part II

- i. 50% payment of total quoted value of Part II on submission of detailed draft report covering scope of work mentioned in Part II BOQ, detailed design, cost estimate and submission of GFC drawings for new set of state of art technology light towers for required heights as per Part II
- ii. 20% of total quoted value of Part II on submission of draft final report for Part II.
- iii. 30% of the total quoted value of part II on submission of draft final report on completion of assignment in all respect.

Appendix II

Financial Bid

Tender Inviting Authority:		Office of the EE(C), Technical Cell, Civil Engineering Department, NMPA, Panambur, Mangalore, Karnataka-575010			
Name of Work:		Consultancy Service for preparation of detailed consultancy report for Extension of Heights of port navigational channel transit lights.			
NIT No.		CIVIL/CE(C)/EE(C)/55/2023-24			
Name of the Bidder/ Bidding Firm / Company :					
(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rate only)					
Item No	Item Description	Quantity	Unit	Rate (inRs.)	Amount (in Rs.)
1	Part – I : Carrying out structural stability/ health checkup of the RCC structural elements and Steel structural members of the existing seven (7) Nos. of navigational channel Transit Beacon Towers of heights in the range of 10 m to 36 m (As per Annexure-A) using Ultrasonic Pulse Velocity (UPV) test, Core drilling test, Carbonation test, Half-cell potential Test and Evaluation of Chlorides, pH through concrete powder samples and steel NDT including cost of all necessary materials, labour, personnel, tools, equipments etc., complete Processing the NDT	1	Job	9,00,000	9,00,000

	<p>measured data and submission of detailed report inter-alia covering the outcome of the NDT/ condition assessment and recommendation on the feasibility for increasing the height of each transit beacon tower to the required heights as per Annexure-A. Suggesting suitable Rehabilitation methodology for the distressed structural elements, if required including preparation of detailed design, drawings & cost estimate to increase the heights as per Annexure-A</p> <p>Note: The NDT tests will be conducted up to the accessible heights of the towers.</p>				
2	<p>Part – II: Carrying out the detailed design, cost estimate and submission of GFC drawings for new set of state of art technology transit light towers for required heights as per Annexure-A (for those towers, the outcome of the studies mentioned in part I above is found to be negative). However, since, the front and rear of North and south transit towers are identical, detailed design, estimation and submission of GFC drawings as detailed above alone shall</p>	1	Job	10,00,000	10,00,000

	be carried out for one out of the identical towers and the adaptability of the same for the other set taking into account to site conditions, etc., shall be verified and, if required, design, drawing & estimation shall be modified. In case the original design, estimation and GFC drawings for identical towers found to be same, then the payment shall be as per actuals on pro-rata basis.				
	TOTAL Rs.				19,00,000
	Excess/Less (In Percentage in two decimals)				
	Quoted amount in figures				

(Rupees

Note:

- i. Only the highlighted cell to be filled. (Name of bidder and Rate)
- ii. The fee shall be quoted in Indian Rupees only.
- iii. The cost of the services is inclusive of all taxes (except GST), incidentals, overheads, travelling expenses, accommodation, printing and binding of reports, all sundries, all other expenditure for execution of this services/ assignment covering all "Terms and conditions" (as per the tender).
- iv. The payment will be made in stage-wise considering the percentage of progress as detailed in clause 10.6 and conditions set out in this document.
- v. GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.
- vi. The Consultant shall file the applicable returns with tax department in time and submit the same as documentary evidence
- vii. The bidder shall study the Scope of work mentioned in this tender Document for respective works and comply with requirements mentioned therein
- viii. Issue of clarifications, details etc. on the drawings as and when requested by NMPA

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

Annexure – A

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

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

Date:

To,

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

Sir,

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

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

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

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

Signature
(Authorised Signatory)

ON STAMP PAPER of Rs 500/-
FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of (Name of work) or any other works incidental to such construction works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

ORGANIZATION DETAILS

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:

2. Address:

Telephone No. :

Fax No.

3. Description of Applicant

(for e.g. General, Civil Engineering

Contract or Joint Venture/Consortium etc.)

4. Registration and Classification of Contractors:

5. Name and address of bankers:

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

In own Country:

Internationally:

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

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

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

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

Signature
(Authorised Signatory)

Details of Eligible Assignments of the Applicant(Refer para 'a' of Minimum Eligible Criteria)

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

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

Signature

(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:

- i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".
- ii. A separate sheet should be filled for each of the eligible assignments.
- iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

FINANCIAL CAPABILITY(Refer para 'b' of Minimum Eligible Criteria)

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

Sl. No	Financial Year	Annual Turnover(Rs.)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

Instructions:

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

Year 1 will be the Financial Year 2022-23.

Year 2 shall be the year immediately preceding Year 1 and

Year 3 shall be the year immediately preceding Year 2.

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

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

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

Source of Credit line	Amount

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

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

Certified by C.A
(Authorized Signatory)

Signature

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

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

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

Consultant

BID DECLARATION

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

- i. I have read the tender document and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.
- iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 12**
- vi. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC

immediately after commencement of the work

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

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

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Annexure-8DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT
SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature of the Party

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal

PERFORMANCE BANK GUARANTEE

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Contractor, up to a total of
_____ [amount of guarantee]1
_____ [In words], such sum being payable in the

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

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

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

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

Notwithstanding anything mentioned above,

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____ Date _____

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

FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-
 - a) The Letter of Acceptance;
 - b) The Said Tender (Technical Bid);
 - c) The Conditions of Contract (Parts I and II)
 - d) The Specifications;
 - e) The Drawings;
 - f) The Bill of Quantities and
 - g) The Addenda
 - h) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.
3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

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

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

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

The Common Seal of

was hereunto affixed in the presence of :

INDEMNITY BOND

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

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

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

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

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

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

Workmen’s Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

TO SPECIAL CONDITIONS OF CONTRACT
PRE CONTRACT INTEGRITY PACT AGREEMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Board Members of New Mangalore Port Authority acting through _____, Chief Engineer (Civil), (Name & Designation of the Officer) New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for (Name of service) and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward,

favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.:-

- 2.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing

to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5. The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same

shall be disclosed by the BIDDER at the time of filing of tender.

- 2.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.
- 2.15. The bidder signing IP shall not approach courts while representing the matters to IEMs and he / she / they will wait their decision in the matter.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount 44900/- (Rupees FourtyFour Thousand Nine Hundred Only) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

i) Paid by RTGS in favour of FA&CAO, NMPA

The EMD is exempted on submission of Bid Security Declaration in the prescribed format as per Annexure 13 of this tender document.

The benefit of Exemption of EMD to all Microand small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME

- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of 148days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of

Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion

of the 'BUYER/EMPLOYER'.

- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

7. Independent Monitors

7.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission Name and Address of the Monitor:

Dr. Sudhash Chandra Khuntia, IAS (Retd.), 16-C, MCHS Colony, HSR Layout (sector – 6), Bangalore – 560 102, Mob. 9868247979, Email: skhuntia@hotmail.com

7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 7.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the

'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

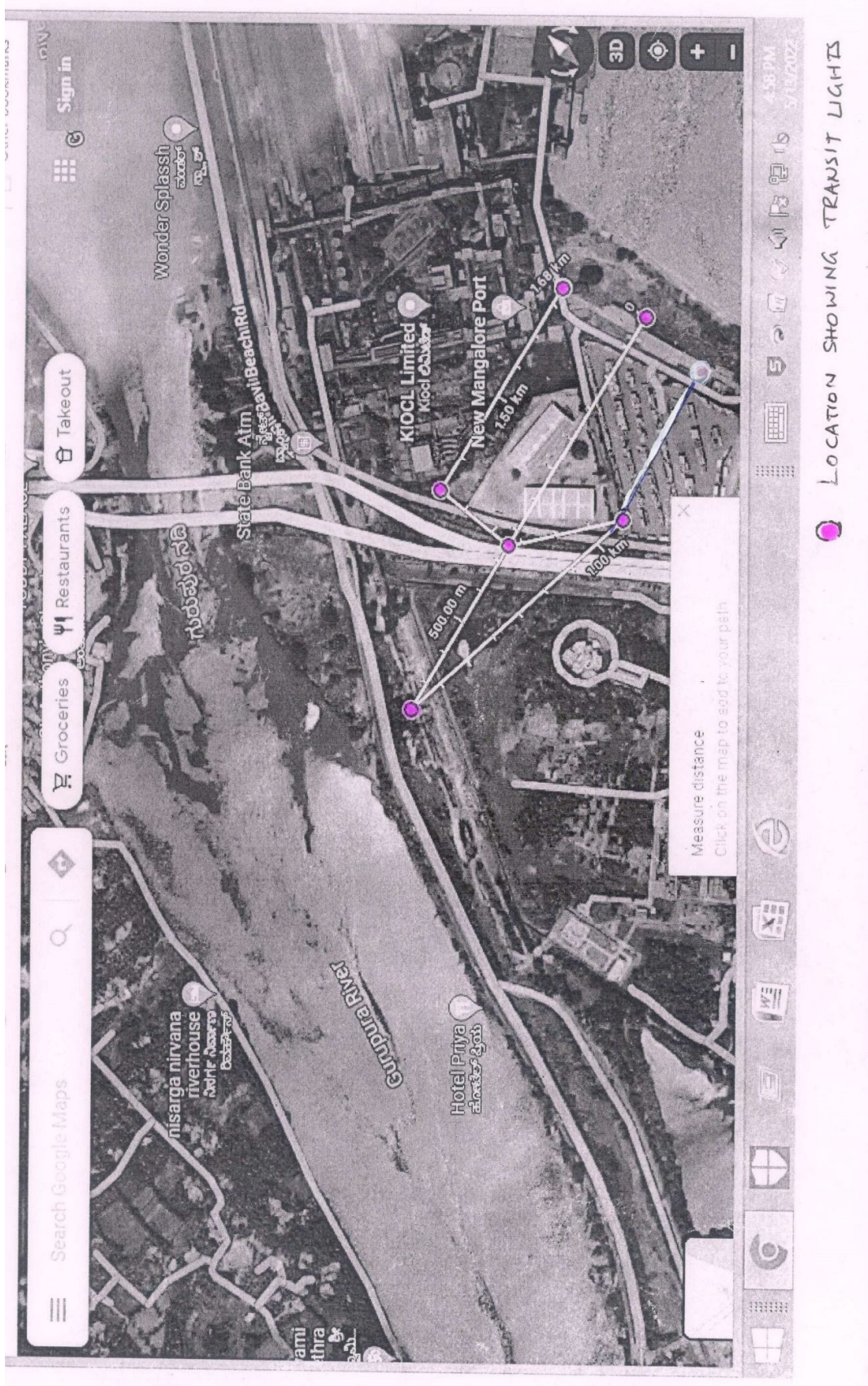
Witness

Witness

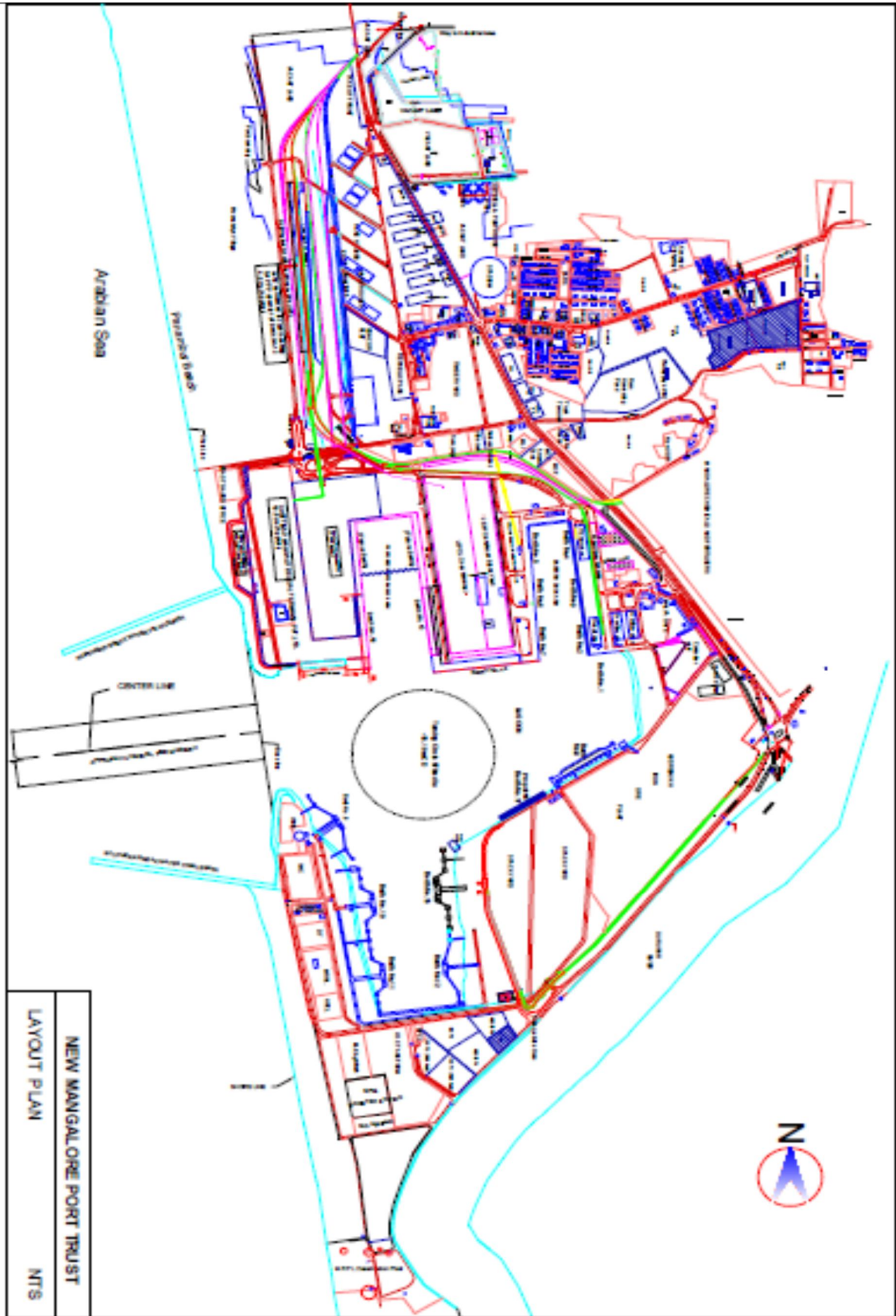
- 1. _____
- 2. _____

- 1. _____
- 2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of



LOCATION SHOWING TRANSIT LIGHTS



NEW MANGAL ORE PORT TRUST
LAYOUT PLAN

NTS