



NEW MANGALORE PORT AUTHORITY
Government of India
(Ministry of Ports, Shipping and Waterways)

Invites Tenders from prospective bidders for “Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port”

NEW MANGALORE PORT AUTHORITY
Government of India
(Ministry of Ports, Shipping and Waterways)
Panambur, Mangalore-575010,
D.K. District, Karnataka
Tel: 0824-2407493

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Disclaimer

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of New Mangalore Port Authority (“**NMPA**” or “**Client**”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an Agreement and is not an offer or invitation to any other party. The purpose of this NIT document is to provide the Bidders with information to assist the formulation of their Proposal/tender submission. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for NMPA and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Assignment than others. Each Bidder should conduct its own investigations, studies and analysis, and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice/information from appropriate sources.

NMPA at all times with regard to all the references in this NIT document or any other Addendum attached thereto shall mean New Mangalore Port Authority. NMPA and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

NMPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document at any stage.

This NIT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisor). In the event that the recipient does not continue with the involvement in the Assignment in accordance with NIT the information contained in the NIT shall not be divulged to any other party. The information contained in the NIT must be kept confidential.

I. NOTICE INVITING TENDER

Online bids under Single Cover system are invited by the NMPA on behalf of the Board Members of New Mangalore Port Authority, from experienced, resourceful firms with proven technical and financial capabilities as detailed in the Tender Notice for the following work:

Tender No. and Description of Work:	Bid Publishing Date: 25-09-2024
Tender No.: CIVIL/CE(C)/ EE(C)/39/2024-25 Tender ID : 2024_NMPT_826538_1	Seek clarification end date 30-09-2024 at 15:00 Hrs
Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port	Bid Submission start Date: 09-10-2024 at 10:00 Hrs
Estimated amount put to tender : Rs. 1,63,75,000/-	Bid Submission end Date (Due date): 16-10-2024 at 15:00 Hrs
EMD / Bid Security : Rs. 386500/- (Rupees Three Lakh EightySix Thousand Five Hundred Only)	Tender Opening Date: 17-10-2024 after 15:30 Hrs.
	Contract Period : The tentative date of event will be 11-01-2025 and likely to be postponed up to 30-04-2025

Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website.

This website can also be accessed by clicking this tender link on NMPA Website. The downloading and submission of Tender Documents shall be carried out as mentioned at Instructions for Online Bid Submission in the Tender and instructions at e-Procurement website. No editing, addition/deletion of matter shall be permitted.

Addendum/ amendments/ errata if any etc. will be made available at the e-procurement website and tenderers are requested to check and download the same for submission. This website can also be accessed by clicking the link at NMPA Website.

The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions are given in the Tender Set to assist the bidders to, prepare their bids in accordance with the requirements and submitting their bids online on the Portal. More information useful for submitting online bids on the Procurement Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

The folder containing online Bid uploaded at <https://eprocure.gov.in> will be opened as per Bidding Schedule.

Bids of the tenderer will not be considered in case the EMD is not submitted in the form

and manner described above.

Tenderers may please note that if the offers are not received according to the instructions detailed herein, the same may be liable for rejection.

Under the public procurement policy, bidders are eligible for availing benefits of exemption of cost of EMD. They are required to submit documentary proof of such registration along with the offer, for claiming the exemptions else their offer will not be considered valid.

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

The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.

The tenders shall remain valid for a period of 90 days from the opening of bid.

1. Bid:

All documents in accordance to Minimum Eligibility Criteria have to be submitted along with the Bid. A Technical Presentation may also required to be submitted and subsequently presented to the designated committee appointed by NMPA. The date and time of the same to be communicated to the selected bidder only.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided in the tender and no other format is acceptable. The bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid. Bidders are requested to quote their Price for the subject work in the Excel file (.xls) published along with this tender.

Tenderer is responsible to download Tender document and Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc., if any, issued by NMPA, from the website before submission of the Tender. Any shortfall in submission of the said Addendums/ Amendments / Errata/ Replies to the queries of the Party etc. along with the downloaded documents while submitting the Tender then such offer may not be considered.

The bids would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of bids electronically.

The tenderers are advised to offer their best possible rates. Bidders are requested to submit their most competitive prices while submitting the price bid. The rates quoted

shall be exclusive of GST. The GST will be paid separately.

Necessary addendum/corrigendum (if any) of the tender would be hosted in the e-procurement portal. All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPA. Hence, the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with procurement portal. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

All entries in the tender should be entered without any ambiguity.

The bid will be evaluated based on the filled-information by the tenderer.

The bidders must upload all the documents required as per the terms of the NIT, especially those regarding Pre-qualification criteria and the documents enlisted under bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The documents uploaded by bidder(s) will be scrutinised. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of the defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

A declaration is to be made by the bidder that the "Bidder has fully read and understood the entire Tender Document, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, Corrigendum and Addenda".

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

NMPA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

2. INSTRUCTIONS TO BIDDERS FOR SUBMITTING THE BIDS

The Bid shall contain the following, scanned copies of which are to be uploaded in e-portal <https://eprocure.gov.in/eprocure/app>.

1. Form 1 - Statement of Legal capacity
2. Form 2 - Power of Attorney for signing/submission of tender
3. Form 3 - Complete Letter of proposal
4. Form 4 - Information/Profile of the Bidder along with document(s) mentioned
5. Form 5 - Financial Qualification of the Bidder
CA Certificate of Annual Financial turnover (i.e. 2021-22, 2022-23, 2023-24). The same should be audited as per relevant norms wherever required.
6. Form 6 - Previous Experience of the Bidder along with corroborative document(s)

mentioned in the Format (Credentials like Work Orders/Contract Agreements, photographs and/or certifications to justify that the intending bidder satisfies the mentioned pre-qualification criteria).

7. Form 7 - Key Personnel information. A list of technically qualified and skilled persons (at least two) who would be exclusively involved to supervise and execute/deliver the work/assignment under this Tender.
8. Form 8 - CVs of key personnel.
9. Copy of self-attested GST Registration Certificate.
10. Copy of self-attested PAN Card
11. Copy of NEFT / RTGS details regarding remittance of EMD valid NSIC/MSE certificate for others seeking exemption and bid security declaration.
12. Form 9 - Concurrent Commitments of The Bidder - list of works/assignments which are in hand at the time of submitting the offer.
13. Form 10 - Undertaking of the bidder (in its letter head) in lieu of submission of signed copies of the full Tender document, addenda & corrigendum.
14. Form 11 - INDEMNITY BOND
15. Form 12 - PERFORMANCE SECURITY BANK GUARANTEE
16. Form 13 - Events/Activities Plan/Proposal/Presentation of the bidder.
17. Form 14 - E- Payment Form
18. Form 15 - Form of Agreement
19. Form 16 - Bid Security (Bank Guarantee)
20. Form 17 - Bid Security Declaration
21. Form 18 – Pre-contract integrity Pact Agreement
22. Form 19 - Bill of quantities.

(All the documents as mentioned here-in-before shall have to be uploaded failing which the related offer will be liable to be rejected.)

Dates of Concept presentation in respect of the Assignment (Duration 30 minutes) by the bidders, prima facie meeting the stipulated pre-qualification criteria will be informed to the bidders concerned. The presentation would broadly include / stress on issues on which it would be evaluated.

Bidders shall be required to send competent and authorised representative (not exceeding two) on the Concept presentation date for giving the presentation. Soft copy of the presentation + 4 hard copies should also be provided to NMPA at the time of the presentation.

Commercial Bid – through e-tendering in accordance with the terms and conditions. No conditional price shall be given or deviations from the NIT conditions shall be given. Deviations from NIT conditions will not be entertained and the bid will be

outright rejected.

Bidders are invited to submit their Tenders as per the procedure detailed out in this NIT.

The Tender should be signed by the authorized signatory of the bidder and accompanied by a Power of Attorney attested by a Public Notary. In case, the proprietor or authorized director or authorized partner himself / herself signs the bid document, Power of Attorney will not be required to be submitted and instead, a self-declaration of the proprietor / document authorizing the signatory is required to be submitted.

The Bidder shall use the various formats appended with this document to submit the requisite information and the Proposal/Tender.

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

A provision is made in the CPP e-portal for seeking clarification online during the date mentioned in the NIT. The bidders can ask queries if any during the period through online. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites.

NMPA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive

3. Earnest Money Deposit (EMD)

The intending bidders should submit Earnest Money Deposit: Rs. 386500/- (Rupees Three Lakh EightySix Thousand Five Hundred Only). The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee as per **Form 16** or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority.

NMPA Bank Details.

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

Contact Nos. 0824-2407493

Email id: chiefengineer@nmpt.gov.in,

The details of the payment made should be entered in the appropriate places at the time of bidding and the receipt is to be uploaded along with the Bid.

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

The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.

All bidders must submit their Bid/offer through e-tendering process in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

The details of the payment made should be entered in the appropriate places at the time of bidding and the receipt is to be uploaded along with the Bid. Bids submitted without requisite Earnest Money are liable to be rejected

4. Forfeiture of EMD:

Earnest Money is liable to forfeiture if –

- it is found during scrutiny and/or evaluation or at any time before signing of the Agreement or commencement of the work, that the tenderer has made material misrepresentation or has given any materially incorrect or false information or has submitted forged documents
- the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof
- the tenderer unilaterally modifies its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof
- the selected tenderer fails to communicate to NMPA its letter of acceptance of the award or fails to sign the agreement within such timeframes as specified in this tender document, EMD will be forfeited.
- the tenderer indulges in fraud and corrupt practices as defined in this tender

document.

5. **Refund of EMD:**

- The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders, without any interest, within 30 days from date of signing of the Contract Agreement with the Successful Bidder.
- The Earnest Money of the successful tenderer shall be refunded or released as the case may be (but without any interest thereon) only after the completion of the event.

6. **Rejection of Bids Without EMD**

Bids submitted without requisite Earnest Money or valid document for exemption from payment of EMD are liable to be rejected.

7. **PRE-QUALIFICATION CRITERIA: (MINIMUM ELIGIBILITY CRITERIA)**

- a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following for Govt. of India or any State Govt. or any PSUs or any reputed industries / organizations

At least Three similar completed works costing not less than the amount equal to **Rs. 65.50 Lakhs each** (excluding GST)

Or

At least Two similar completed works costing not less than the amount equal to **Rs. 81.88 Lakhs each** (excluding GST)

Or

At least One similar completed works costing not less than the amount equal to **Rs. 131.00 Lakhs** (excluding GST)

Note 1:*Similar work(s) means “**Event Management Services**”

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.

The value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of technical bid opening. For intermediate periods, the actual number of years will be calculated based on number of days

and the enhancement / multiplying factor will be interpolated accordingly and the same will be considered for evaluation.

Year before	Enhancement / Multiplying factor
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

- b) Average Financial turnover of the tenderer over the last three financial years 2021-22, 2022-23 and 2023-24 shall be at least **Rs.163.75 Lakhs**.

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

- c) The bidder has to submit GST Registration Certificate & PAN.
- d) The bidder should not have been blacklisted/barred by the Central/any State Government/ or any entity controlled by them i.e. Central or State govt., from participating in any project/assignment. If the bar subsists as on the date of opening of the bid the firm stands debarred from the tendering process. (Copy of undertaking signed by authorized signatory should be submitted). And;
- e) No consortium/Joint Venture is allowed. However, the subcontract is allowed, the principal contractor has to certify the activities and the account statement carried out by the subcontractor.

8. SCOPE OF THE ASSIGNMENT

1. Stage set up -Providing and setting up stage of size 40ft x 20ft with 30 nos. of VIP chairs, 15 nos of Tea-Poys, Podium, Lamp, LED screen of size 40ft x 20ft on the stage, 50 nos of flower Bouquets, 50 nos of Pleasantries, natural flower decoration, other essentials on the stage, aluminium German hanger to accommodate at least 10,000 audience, including floor carpet to the entire area, necessary lighting, fans , air coolers, LED display units, arranging required no of security personnel, staff for housekeeping, dustbins, power supply arrangements etc., all complete.
2. Exhibition Setup- Providing necessary arrangements and setting up facilities for exhibition in the hall adjacent to the venue of Gala dinner, providing furnitures with cloth for displaying various items, additional lighting arrangements all other essential facilities etc.

3. Cultural Performances- Arranging cultural programme at the Gala dinner venue which shall include dance performance, skit, local art forms such as yakshagana, tiger dance etc.
4. Oral History Interviews-Interviewing the people concerned and involved in Port development, visiting the designated place, arranging videography, photography, taking interviews and telecasting them on local TV channels and on social media.
5. Chairman's Speech and Port Master Plan Release
6. Gala Dinner-Arranging Gala dinner for 50 VVIPs separately and 700 nos of dignitaries both veg and non veg. food and beverages at the venue including cost of venue and all other incidental charges.
7. Transportation arrangements for public by engaging 200 Nos of buses for transporting people from the locality to the programme venue on the day of the function.
8. Audio Visual Arrangements-Carrying out required audio visual arrangements by arranging good quality sound systems, cord less, collar mikes in required nos, LED display units 20 nos of size 75 inches.
9. Food and Beverages-Arranging food, containing to sweets, 2 snacks, 1 bakery product, beverages and drinking water for 10,000 people at the programme venue.
10. Painting and Barricading -Providing and fixing required no of barricades, carrying out painting works at the venue as required.
11. Stay of VIPs -Booking rooms for stay of 10 nos VVIPs and 40 nos VIPs in premium hotels in Mangalore as approved by NMPA.
12. Vehicle- Arranging on hire charges 10 nos SUVs for VVIPs and 40 no of Sedan cars for VIPs for 3 days.

Note : The required Civil works such as ground preparation, approach roads pipe lines etc. for Golden Jubilee Programme shall be carried out as directed by NMPA and the quantity executed shall be measured at site and payment shall be as per the rates in KPWD SR 2023-24 for the particular item of work.

9. Bidding Process:

The bidders should send in their queries over e-mail so that NMPA can study the queries for an appropriate response. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites

Bidders must acquaint themselves with the facts / parameters / various site conditions in relation to this Assignment and take those into account in preparing and submitting

their Tender. The costs of preparing and/or submitting the Tender and of negotiating the Contract, including visit to the site(s) & to the Client, are not reimbursable.

Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also. The tender shall remain open for acceptance for a period of 90 days (Validity of the offer) from the date of opening of techno-commercial bid. The Client may request for an extension in the validity of the proposal as the case may be. In case before expiry of this validity period or its extension thereof, if any, the Bidder amends his quoted rates or tender, making them unacceptable to NMPA and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of NMPA / sanctioning Authority.

All rates offered shall be in Indian Currency. The language used throughout shall be in English/Hindi.

The NMPA is not bound to accept the lowest bid or any tender and reserves the right to accept a tender in full or in part and/or reject a tender in full or in part without assigning any reason thereof. The NMPA is not bound to accept any proposal/bid; and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the Bidders.

Intending bidders must take into account any cost or expense incurred/to be incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

Bidders are advised to visit the site(s) of work / events / activities prior to submission of their bid. Bidder(s) shall get himself thoroughly familiarized with the site conditions, existing road and other infrastructural/logistics facilities etc. before submission of the e-tender. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

The offer/tender shall be treated as non-responsive, if it –

- is not accompanied by requisite earnest money
- does not meet the Qualification Criteria as stipulated in the Tender
- is a conditional offer or the bidder imposes own terms and conditions
- does not accept tender conditions completely
- is submitted with any deviation from the tender terms & conditions

In addition to above, a bidder may be disqualified if –

- The bidder provides misleading or false information in the statements and documents submitted.

- Record(s) of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non- performance of the contractor or inordinate delays in completion or financial bankruptcy etc. emerge(s).

The decision of New Mangalore Port Authority in respect of unresponsiveness of a bid and/or disqualification of a bid shall be final and binding on the Bidder.

Orders may be placed in full/part. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection, including forfeiture of EMD.

The successful Tenderer / Bidder will be notified regarding the acceptance of his tender. The successful "Tenderer / Bidder" then becomes the "Contractor/Agency" and shall forthwith take steps to submit Performance security and execute the Contract Agreement, within 7 days of issue of Letter of Acceptance and fulfill all his obligations as required by the Contract or successful bidder may have to complete the work in lesser period in case of event is pre-poned

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy NMPA's request for clarification of his documents or credibility. To assist in the examination and comparison of Tenders, NMPA may, at its discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of Price offer.

To facilitate evaluation, NMPA may, at its sole discretion, seek clarifications from any bidder regarding its offer. Such clarification(s) shall be provided within the time to be specified by the NMPA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought as at above within the prescribed time, its offer shall be liable to be rejected at the sole discretion of NMPA. In case the offer is not rejected, NMPA may proceed to evaluate the offer by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of NMPA.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

Within 3 (Three) days from the date of Letter of Award from NMPA, the contractor shall submit a Letter of Acceptance and a detailed chart to make sure activities take place in timely manner.

10. Special Conditions

- The bidder shall coordinate with event management agencies / security agencies, any changes by such agencies shall be carried out in consultation with NMPA.
- The bidder shall take necessary precautions for safety of personnel deployed at the work.
- The NMPA may appoint third party inspection agency or project management consultant to confirm successful completion of the event. The agency shall coordinate with the agencies, any changes suggested by such agencies shall be carried out in consultation with NMPA.
- If any necessary works the NMPA finds for the successful completion of the event the contractor ready to execute the work within the contract amount.
- Should co-ordinate with SPG officials and comply with their findings.
- Nonperformance or inadequate performance or poor performance shall be penalized.
- Any last minute's changes or modifications suggested by SPG officials should be executed immediately within the contract amount.

11. The Contract

The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addendum, Corrigendum, if there be any.

The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies or any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chairman, NMPA, thereon shall be final and binding upon all parties.

If the stipulations in the various documents forming the contract be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list:

- Work Order
- BOQ
- Special Conditions of Contract

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of the State of Karnataka.

12. Security Deposit:

Security deposit shall consist of two parts

- a) Performance security to be submitted at award of the work
- b) Retention Money to be recovered from Running Bills.

The Security Deposit at 10% of the Contract amount including GST of which 5% of contract price should be submitted as Bank Guarantee within 7 days from the Award of Work and balance 5% recovered as retention money from running bills. Recovery of 5% of retention money shall commence from the first RA bill onwards @ 10% for each bill. The retention money along with performance security shall be refunded after successful completion of the subject work

In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to NMPA, the performance security may be forfeited and the order be cancelled apart from other actions.

13. Obligations of Contractor / Agency

The tentative scheduled date of event will be 11-01-2025 and likely to be postponed up to 30-04-2025. The contractor will be intimated the date of event at least 10 days in advance. The Contractor/Agency should be prepared for taking up works on Holidays and Sundays. The Contractor/Agency should be prepared to resort to round-the-clock working. The Contractor/Agency shall not be entitled to any additional payment for these.

Time is the essence of this event and in case of delay of any activity, Client reserves to terminate the contract and forfeit EMD & Performance Security, submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.

The contractor shall obtain NOC from Fire and Safety Department for establishment facilities and its operation. The contractor shall maintain activities as per the approved programme, take corrective actions in case of any slippage by himself and/or as per directive(s) of the NMPA. The agency represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted best of industry practices.

The agency must provide professional and objective services and at all times hold NMPA's interest paramount, strictly avoid conflicts with other Assignment / jobs or their own corporate interests. Services performed by the agency which are determined by NMPA to be of less than professional quality shall, at the NMPA's option, be corrected by the agency, at the agency's expense.

On completion of an activity, the contractor/agency shall reinstate and make good at his own expense any property or land or premises (site belonging to the port or non-port) which might have been disturbed and/or damaged by his works. He should also clean the site concerned and fully clear the site after completion of the activity.

The contractor/Agency will be required to dispose-off the debris from the site concerned, all at his own expenses by his own transport and labour, clean the site to the entire satisfaction of the designated authorities of NMPA, failing which suitable deduction will be made from final bill as per discretion of NMPA.

The successful contractor/Agency will have to comply with provisions of all applicable Acts that relate to execution of the works and services under this contract. It will be the duty of the contractor / Agency to abide by the provisions of the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works/services under this contract. The contractor/Agency will be fully responsible for any delay / damage etc. and keep NMPA, its associates, partners or its directors or its employees indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

If a dispute of any kind whatsoever arises between NMPA and the Contractor / Agency in connection with or arising out of the contract or the execution of the works / activities, the same shall be dealt as per relevant provisions of the General Conditions of the Contract.

For works / activities inside the Docks, Dock permit required for men, materials, vehicles and equipment etc. are to be obtained free of cost by the contractor / Agency from NMPA following applicable processes and guidelines at the NMPA. In case the work / activity has to be carried out in an operational zone, the contractor should keep in mind that the work is to be executed without hampering the operational activities.

The contractor shall have to take proper measures against environmental pollution during execution of work / activity. The contractor shall abide by all the regulations and rules and directives of New Mangalore Port Authority and those that may be issued from time to time without any extra cost to the NMPA.

Compensation / penalty for any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Agency and NMPA shall not be held liable for any claims. The Agency shall be responsible for the payments arising out of any Third Party claims. The Agency is advised to procure insurance for meeting such liabilities at his own expense.

14. **Penalty for deficiency in Services:** In case of minor deficiency in service (as decided by the NMPA), a written warning to the contract will be issued and in case of major deficiency in service causing adverse effect on the Event, other penal action including deduction of payment may be initiated by the NMPA.

The decision regarding minor/major deficiency will be taken by the NMPA and shall be binding on the Contractor / Agency.

15. **Right of Use of Site:** For sites under control of third Party / Authority shall hand over the sites of the event to the Agency, on mutually agreed date for their preparation and management. Likewise, the agency shall be required to handover the site back to the Authority within mutually agreed time frame, not crossing 2 (two) days from the completion of the event.

In case of damages caused at the venue due to fault of Agency, the NMPA has right to claim for compensation. In case of damages caused at the non-NMPA sites due to fault of Agency, the claims for compensation, if any, raised by the Authority controlling such sites, will have to be borne entirely by the Contract / Agency . The Agency shall not sub-license, transfer or assign the use of the site(s) to any person or entity without the prior consent of the NMPA.

16. **Intellectual Property Rights:** The selected Bidder shall not use any material with intellectual property right without prior permission. The Bidder shall have to take any and all permissions and clearance related to intellectual property used during the event. The NMPA shall not be held liable for any default.

All creatives, including but not limited only to logos, advertising materials, promotional materials, designs, audio-visuals, mastheads, banners, signature tunes, jingles, anthems, songs, films, blogs, etc. must be of high quality, consistent with the public image of the NMPA. Agency shall present to NMPA all creatives, for its approval, prior to final production and use. All creatives produced by the Agency shall be “work for hire” and the Agency shall obtain no rights there from. All rights would belong to the NMPA.

17. **Insurance:**

The agency shall take the insurance policy for their workmen during execution of work. Any expenditure in this regard will be borne by the Agency. Copy of the appropriate insurance policy for the workers engaged by the agency shall be submitted to NMPA before commencement of work.

The agency shall at his own costs and expenses obtain and shall cause any sub-agency to obtain such insurance as may be necessary to cover the liability of the agency or as the case may be of such sub-agency in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such sub-agency 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.

18. **Variation in work:**

Any extra work, addition work by order of Engineer in charge to the extent of 10% of the contract price shall be valued at the rates and price set out in the contract. If the

contract does not contain any rates or prices applicable to the extra work then suitable rate or prices shall be agreed upon between the engineer-in-charge and the Agency. In the event of disagreement, KPWD SR / DSR / Market rates may be made applicable.

19. Payment Terms

Payment schedule

- The quantities given in the BOQ are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of service ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item. No claim whatsoever for extra payment due to variation of quantities would be entertained
- In consideration of the Services performed by the Agency under this Contract, the Port shall make to the Agency eligible payments as per agreed rate in the bill of quantity. Payment shall be made to the Bank directly as per the details provided by the consultant. (Given in Form-14 E-Payment).
- Stage Payment for service provided
 - a. 30% payment at arrival of material at site, such as Germen hangers, platforms seating arrangements, materials required for erection of lounges,
 - b. 30% payment after completion of erection.
 - c. 25% after completion of event
 - d. 15% after finalization of join measurements etc.
- Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission
- The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc.
- Any additional expenses as approved by NMPA would also be released, within 30 days of the completion of the event.
- The Invoices shall be submitted inclusive of GST, with break-up of bill and GST.

Taxes & Duties:

- The prices quoted shall be including all statutory levies excluding GST.
- The bills shall be submitted with break-up of bill and GST included therein.

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN.
- In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with New Mangalore Port Authority, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time New Mangalore Port Authority is sure that accurate tax amount is finally reflected in the GSTN to NMPA's account and is finally available to New Mangalore Port Authority in terms of GST laws and that the credit of GST so taken by New Mangalore Port Authority is not required to be reversed at a later date along with applicable interest.
- New Mangalore Port Authority has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to New Mangalore Port Authority for the fault of supplier shall be recovered by New Mangalore Port Authority by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable New Mangalore Port Authority to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.
- The purchase order/work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

20. Obligations of New Mangalore Port Authority (Client)

The NMPA will approach Local Authorities for clearances. The agency shall require to render assistance to Client on all statutory clearances as required for the assignment from time to time.

The date of event shall be intimated to the contractor at least 10 days in advance. If the Client terminates this agreement for cancellation of event, and cancellation is informed after intimation of date of event, no payment shall be made to the agency as per BOQ. However, the expenditure incurred by the contractor shall be payable

by the client at 5% (five percent) of contract price per day or part of the day, calculated from the date of intimation of event to the date of intimation of cancellation. In case if any payment made as per Clause No.19, the same shall be adjusted towards expenditure incurred by the contractor.

Illustration

Sl. No	Intimation of cancellation number of of Days before the date of event	Expenditure to be paid by the client
1	9 days before	5% of the contract price
2	8 days before	10% of the contract price
3	7 days before	15% of the contract price
4	6 days before	20% of the contract price
5	5 days before	25% of the contract price
6	4 days before	30% of the contract price
7	3 days before	35% of the contract price
8	2 days before	40% of the contract price
9	1 days before	45% of the contract price

If the event is postponed and the same is informed within three days before the original scheduled date, an additional rent at 5% of the contract price per day or part of the day subject to maximum up to 25% of the contract price for days of postpone calculated from original scheduled date to the date of postpone, shall be paid by the client.

Sl. No	Intimation of extension number of Days before date of event	Number of days postponed	Additional rent to be paid
1	4 days before	5 days	Nil
2	3 days before	6 days	25% of the contract price
3	3 days before	5 days	25% of the contract price
4	3 days before	4 days	20% of the contract price
5	3 days before	3 days	15% of the contract price
6	3 days before	2 days	10% of the contract price
7	3 days before	1 days	5% of the contract price

21. In case of termination by NMPA (client)

Time is the essence of this event and in case of delay of any activity, Client reserves to terminate the contract and forfeit EMD & Performance Security, submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.

If the Client terminates this agreement for reasons other than mentioned above, the Client shall refund the Performance Security & EMD to the Agency and the Client is not liable to pay any compensation whatsoever for termination of this agreement.

22. In case of termination by agency.

If the Agency / Contractor terminates this agreement, then the Client shall forfeit the Performance Security deposited by the Agency. The Client shall also claim compensation for damages incurred due to termination of contract on actual basis.

23. Fraud and Corrupt Practices.

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NMPA may reject an offer without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

“Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NMPA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMPA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NMPA in relation to any matter concerning the Project;

“Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“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 Bidding Process;

“Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the NMPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Form-1

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To

Chief Engineer

Administrative Office Building

2nd Floor, New Mangalore Port Authority

Panambur

Mangalore 575010

Dear Sir,

Sub: Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port.

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, Authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation Authorized signatory

For and on behalf of

Please strike out whichever is not applicable

Form-2

Power of Attorney

Know all men by these presence, I/ We, (Name of Firm and address of the registered office) do hereby constitute, nominate, authorized Mr / Ms.....son/daughter/wife and presently siding at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the project "Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWIOF ATTORNEY ON THIS day of2022

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the authorized documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will have to be legalized / authorized by Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention are not required to be legalized/ authorized by the Indian Embassy if it carries a conforming Apostille certificate.

Form No. 3
Letter of Proposal
(On Applicant's letter head)
(Date and Reference) -----

Sub: Providing Event Management Services for Golden Jubilee day Celebration
at Mangalore City to commemorate the 50th Anniversary of New Mangalore
Port

Dear Sir,

With reference to your tender dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of an Event Management Agency for "Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port

The proposal is unconditional.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of Appointment of an Agency for conducting various activity at New Mangalore Port.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any

contract terminated by any public authority for breach on our part.

I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants.
 7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened

or rejected.

12. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
13. A Power of Attorney in favor authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 2.
14. In the event of my/our firm being selected, I/we agree to enter into an Agreement.
15. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation Authorized signatory)

Name and seal of the Applicant

Form-4

Information/Profile of the Bidder

1	Title of services:
2	Title of Project:
3	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>\Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name,</p> <p>designation,</p> <p>address and phone numbers of</p> <p>Authorized Signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address::</p>
4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian company, does the company have business presence in India? Yes/No</p> <p style="padding-left: 40px;">If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?</p>

	<p>Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>(v) Has the Applicant, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.</p>
5	<p>(Signature, name and designation of the Authorized Signatory)</p> <p>For and on behalf of</p>

Form-5

Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Turnover (Rs.)
1.	2021-22	
2.	2022-23	
3.	2023-24	

Certificate from the Statutory Auditor^s
This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized 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

Form-6

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

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 Sl. No 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory duly indicating UDIN)

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 duly indication UDIN.

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 in 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.

Form-7

Particulars of Key/ other Personnel

Sl. No	Designation of Key/ other Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignment
					Name of Firm	Employed Since	
1	2	3	4	5	6	7	8
1							
2							
3							

Form -8

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked
 - a) Name of Project
 - b) Description of responsibilities

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
1. In the case of PPP Specialist, only those assignments shall be included where the PPP Specialist worked as the Team Leader or the leader of the Financial/PPP Team in the relevant assignment.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7 or Form-7A, as the case may be, of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

Photocopies will not be considered for evaluation.

Form-9

Concurrent Commitments of The Bidder

Name of Applicant:	
Name of the event:	
Project size particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and e-mail address. of client's representative:	
Estimated capital cost of event (in Rs crore or US\$ million):	
Payment received by the Applicant as Agency (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief Description of the event	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 75 per US \$ for converting to Rupees.

Form-10

Undertaking of the bidder

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. 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.
- iii. 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.
- iv. 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
- v. 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
- vi. 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
 - vii. *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)

Form-11

INDEMNITY BOND

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

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

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

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

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

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

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

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

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

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

PERFORMANCE SECURITY 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.

Format 13

/Activities Plan/Proposal/Presentation of the bidder.

FORM – 14
E- PAYMENT FORM

To

The FA&CAO,
New Mangalore Port Authority
Panambur- 575010.

Through Chief Engineer (Civil)

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

SI No	Particulars	
1	Name of the Agency	
2	Address of the Agency	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Agency operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Authorized representative of Agency)

FORM – 15

Form of Agreement

THIS AGREEMENT made the _____ day of BETWEEN New Mangalore Port Authority (hereinafter called "the Employer") of the one part and M/s (hereinafter called "the Contractor") of the other part WHEREAS the Employer is desirous that certain works should be executed by the Contractor, Viz Appointment of an Event Management Agency for golden jubilee celebration to commemorate the 50th Anniversary of New Mangalore Port 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.** (Rupees.....) Excluding GST

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
 - d) The Drawings;
 - e) The Bill of Quantities and
 - f) The Addenda
 - g) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Award.
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.

Signature and Address of the Contractor with date

Dated signature of the witness to the Contractor's Signature with full address

This document contains pages in all. This agreement is assigned No. CEA /2023-24.

The Common Seal of

was hereunto affixed in the presence of :

FORM – 16

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [date] for the Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port(hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called “the Bank”) are bound unto The Board of New Mangalore Port Authority, a body constituted under Major Port Authority Act 2021 (hereinafter called “the Employer”) in the sum of Rs. 386500/- (Rupees Three Lakh EightySix Thousand Five Hundred Only.) i* for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2024

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

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

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

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs. 386500/- (Rupees Three Lakh EightySix Thousand Five Hundred 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 2024

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

i*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

ii*30 days after the end of the validity period of the Bid.

FORM – 17

BID SECURITY DECLARATION FORM

Date: [insert date (as day, month and year)]

NIT No: CIVIL/CE(C)/EE(C)/39/2024-25 dtd. 25-09-2024 TENDER ID:
2024_NMPT_826538_1

Name of Work : Providing Event Management Services for Golden Jubilee day Celebration
at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port

To:

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid
security declaration

I/We accept that we will automatically be disqualified from bidding for any contract with
New Mangalore Port Trust for a period of 2 (two) years starting from the date of notification
from the Employer, if the undertaking of the affidavit submitted by us or our constituents in
pursuance to any of the declarations of Letter of Technical Bid or Letter of Price Bid
submitted by us are found to be false at any stage during the process of bid evaluation; or

I am / We are in a breach of any obligation(s) under the bid conditions, because I/We

- a) have withdrawn / modified / amended, impairs or derogates from the bid, my / our Bid
during the period of bid validity specified in the form of Bid; or
- b) do not accept the correction of errors in accordance with the Instructions to Bidders;
or
- c) having been notified of the acceptance of our Bid by the employer during the period of
bid validity,
 - i. fail or refuse to execute the contract, if required; or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the
Instructions to Bidders; or
 - iii. fail or refuse to furnish a domestic preference security, if required.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the
successful Bidder, upon the earlier of

i. the receipt of your notification of the name of the successful Bidder; or

ii. 28 (Twenty eight) days after the expiration of the validity of my/our Bid

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

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-security Declaration]

Duly authorized to sign the bid for and behalf of [insert complete name of the Bidder]

Dated on _____ day of _____, _____ [insert date of Signing]

Signature of the Bidder
Corporate seal [where appropriate]

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 Providing Event Management Services for Golden Jubilee day Celebration at Mangalore City to commemorate the 50th Anniversary of New Mangalore Port 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.
2. 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.

3. Commitments of BIDDERS

- 3.1 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.:-
- 3.2 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.
- 3.3 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.

- 3.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.5 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 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.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 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.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 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'.

3.15 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.

4. **Previous** Transgression

4.1 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.

4.2 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.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount 386500/- (Rupees Three Lakh EightySix Thousand Five 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 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

5.2 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.

5.3 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.

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

6. Sanctions for Violations

6.1 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.

6.2 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.

6.3 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.

7. Fall Clause

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.

8. Independent Monitors

8.1 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. Subhash Chandra Khuntia, IAS (Retd.)
16 - C, MCHS Colony,
HSR Layout (Sector 6),
Bangalore – 560 102

Mobile No. -9868247979
Email: skhuntia@hotmail.com

Ms. Sunita Puri, IRS (Retd.)
H No. 2095,
Sector 15 C,
Chandigarh – 560102
Mobile No. – 9872099717
Email: sunita.puri15@gmail.com

- 8.2 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.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 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'.
- 8.6 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.
- 8.7 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.
- 8.8 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.

9. 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.

10. 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'.

11. 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.

12. Validity

12.1 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.

12.2 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.

12.3 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. _____

1. _____

2. _____

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

Form 19

Bill of quantities.

Sl. No.	Item Description	Quantity	Units	Basic rate in Figures	TOTAL AMOUNT in Rs. P
1	2	4	5	6	7
1	<u>BOQ Particulars</u>				
1.1	Stage set up -Providing and setting up stage of size 40ft x 20ft with 30 nos. of VIP chairs, 15 nos of Tea-Poys, Podium, Lamp, LED screen of size 40ft x 20ft on the stage, 50 nos of flower Bouquets, 50 nos of Pleasantries, natural flower decoration, other essentials on the stage, aluminium German hanger to accommodate at least 10,000 audience, including floor carpet to the entire area, necessary lighting, fans , air coolers, LED display units, arranging required no of security personnel, staff for housekeeping, dustbins, power supply arrangements etc., all complete.	1.00	LS		
1.2	Exhibition Setup- Providing necessary arrangements and setting up facilities for exhibition in the hall adjacent to the venue of Gala dinner, providing furnitures with cloth for displaying various items, additional lighting arrangements all other essential facilites etc.	1.00	LS		
1.3	Cultural Performances-Arranging cultural programme at the Gala dinner venue which Shall include dance performance, skit, local art forms such as yakshagana, tiger dance etc.	1.00	LS		
1.4	Oral History Interviews-Interveing the people concerned and involved in Port development, visiting the designated place, arranging videography , photography, taking interviews and	1.00	LS		

	telecasting them on local TV channels and on social media.				
1.5	Chairman's Speech and Port Master Plan Release	1.00	LS		
1.6	Gala Dinner-Arranging Gala dinner for 50 VVIPs separately and 700 nos of dignitaries both veg and non veg. food and beverages at the venue including cost of venue and all other incidental charges.	1.00	LS		
1.7	Transportation arrangements for public by engaging 200 Nos of buses for transporting people from the locality to the programme venue on the day of the function.	1.00	LS		
1.8	Audio Visual Arrangements-Carrying out required audio visual arrangements by arranging good quality sound systems, cord less, colar mikes in required nos, LED display units 20 nos of size 75 inches	1.00	LS		
1.9	Food and Beverages-Arranging food, containing to sweets, 2 snacks, 1 bakery product, beverages and drinking water for 10,000 people at the programme venue.	1.00	LS		
1.10	Painting and Barricading - Providing and fixing required no of barricades, carrying out painting works at the venue as required.	1.00	LS		
1.11	Stay of VIPs -Booking rooms for stay of 10 nos VVIPs and 40 nos VIPs in premium hotels in Mangalore as approved by NMPA.	1.00	LS		
1.12	Vehicle- Arranging on hire charges 10 nos SUVs for VVIPs and 40 no of Sedan cars for VIPs for 3 days.	1.00	LS		
Grand Total (Quoted amount in Figures) Rs.					

(Quoted amount - Rupees

Note :

1. The required Civil works for making various arrangements such as ground preparation, approach roads pipe lines etc. for the Honble Prime Minister visit for Golden Jubilee Programme shall be carried out as directed by NMPA and the quantity executed shall be measured at site and payment shall be as per the rates in KPWD SR 2023-24 for

- the particular item of work.
2. The rates quoted shall be exclusive of GST. The GST as applicable will be paid separately in the Tax invoice.
 3. Contractor shall file the applicable returns with Tax department in time and submit the same as documentary evidence.

SIGNATURE OF THE BIDDER