

**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**  
**CORRIGENDUM- 1**

Date: 09.10.2024

**Tender for the work of “Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port”**

**NIT No: CIVIL/CE(C)/ EE(C)/38/2024-25**

**TENDER ID : 2024\_NMPT\_826541\_1**

New Mangalore Port Authority by way of this **Corrigendum – 1** is making the following corrections to the tender document issued for the subject work.

- I. The Clause No. 7 e) page No. 11 of the RFP document shall be replaced as follows:-  
Single entities, which could not satisfy the above requirements on their own, may form a JV to enable fair and competitive bidding process. In the Project of the bids are being submitted by a JV, the JV should satisfy the following criteria:
  - i. Number of members in a Joint Venture shall not exceed 3 (three);
  - ii. subject to the provisions of clause (a) above, the Application should contain the information required for each Member of the Joint Venture;
  - iii. Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 7 a) &b). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Form 20** signed by all the other Members of the Joint Venture;
  - iv. the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical obligations;
  - v. an individual Applicant cannot at the same time be member of a Joint Venture applying for pre-qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for pre-qualification;
  - vi. the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of the Project.
  - vii. members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at **Form 21** (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the bid, shall, inter alia:
    - a. convey the commitment(s) of the Lead Member in accordance with this RFP, in

- case the contract to undertake the Project is awarded to the Joint Venture;
- b. clearly outline the proposed roles and responsibilities, if any, of each member;
  - c. commit the approximate share of work to be undertaken by each member;
  - d. include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until successful completion of the project is achieved in accordance with the Contract; and
- II. The Clause No. 2 Page No. 7 The following paragraphs are deleted –
- “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”*
- III. The Following clause is added in clause No. 1 at page No. 5 of the RFP:-
- “Site Visit : The Site visit will be arranged as per convenience of the bidder. The bidders are required to present their Photo ID along with Aadhar Card of the person visiting the venue so as to arrange entry passes. The valid documents of the vehicle if required shall also be submitted”*

**Additional information:** The detailed reply to pre-bid queries shall be uploaded in websites shortly.

-sd-  
Chief Engineer (Civil)

**Form No. 20**

[To be executed on non-judicial stamp paper of Rs.200/- in India to be purchased in the name of the Lead Member of the Consortium]

**Power of Attorney for Lead Member of Consortium**

Whereas the New Mangalore Port Authority ("the Authority") has invited Tenders from interested parties for the **"Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port"** (the "Project").

Whereas ....., and .....  
(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bid document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at.....,M/s  
.....having our registered office at..... ,  
M/s having our registered office  
at.....,and M/s.....having our registered office at  
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s..... having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid Proposal of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Tenders, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the

Consortium's bid for the Project and/ or upon award thereof till the Construction Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... , 20.....

For.....

[To be executed by all the Members of Consortium]

(Signature) (Name and Title)

For.....

(Signature) (Name and Title)

For.....

(Signature) (Name and Title)

Witnesses: 1.

**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 charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

**Form No. 20  
Joint Bidding Agreement**

[To be executed on non-judicial stamp paper of Rs.500/- in India to be purchased in the name of the Lead Member of the Consortium]

**THIS JOINT BIDDING AGREEMENT** is entered into on this the .....day of            2024.

AMONGST

1. ....{company name} and having its registered office at (hereinafter referred to as the **"First Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. .... {company name} and having its registered office at (hereinafter referred to as the **"Second Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. .... {Company Name and having its registered office at (hereinafter referred to as the **"Third Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns}}

The above mentioned **First Party, Second Party and Third Party** are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

(A) New Mangalore Port Authority, represented by its Chief Engineer and having its offices at Panambur, Mangalore 575 010, Karnataka (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Tenders (**"Tenders"**) by its Bid document Ref.....dated            for Qualification Requirement (QR) and Commercial & Price Bid for Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port

(B) The Parties are interested in jointly bidding for the Project as Parties of a Consortium and in accordance with the terms and conditions of the Bid document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Bid document that the Members of the Consortium shall enter into a **Joint Bidding Agreement** and furnish a notarised copy thereof with the Tender.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## 1. Definitions and Interpretations

In this Agreement, the Capitalised Terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid document.

## 2. Consortium

2.1. The Parties do hereby irrevocably constitute a consortium ("**Consortium**") for the purposes of jointly participating in the Qualification Requirement(QR) under the Bid Document and, subject to meeting such Qualification Requirement (QR), in the subsequent process of Commercial & Price bidding (collectively "**Bidding Process**") for the Project. This Agreement and the cooperation between the Parties hereunder for this project shall be deemed to be exclusive.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium or any other entity constituted for this project, either directly or indirectly or through any of their Associates.

2.3. Subject to the Consortium meeting the QR and it being selected as the successful Bidder in its Commercial & Price bidding for the Project pursuant to the Bid document issued by the Authority, the Parties hereto shall, prior to issue of LoA to the Consortium by the Authority, enter into a detailed **Consortium Agreement** wherein the roles and responsibilities of each of the Parties shall be clearly defined. Such Agreement shall inter alia cover contractual rights, liabilities and obligations of the Parties to the Authority and the Parties inter se in line with the Conditions of the Contract to this Project issued by the Authority along with this Bid document. The Parties agree to submit a notarized copy of such Agreement for approval of the Authority and carry out necessary amendments thereto if and when reasonably requested to do so by the Authority. A notarized copy of this Agreement shall be filed with the Authority by the Consortium

2.4. Each of the Parties has, through all corporate actions and duly signed by its authorized representative, issued requisite legally binding Power of Attorney to the Lead Member:

- i) To submit necessary Tender for (i) Qualification Requirement (QR) and (ii) Commercial & Price Bid for the Project in response to the Bid document issued by the Authority;
- ii) In the event the Parties to the Consortium are qualified and selected as the successful Bidder for Project pursuant to the said Bid document, to cause all the Parties to sign the Contract for the Project;
- iii) Following conclusion of such Contract, to be responsible to the Authority on behalf of the Parties for timely execution and completion of the Project, to

receive payments from the Authority on behalf of the Parties for their respective scope of work and to incur any and all liabilities on their behalf; and

- iv) To submit notarized copies of (i) Power Attorney issued to the Authorized Signatory for signing the Bid as per format given in **Form No.2**, (ii) Power of Attorney issued to the Lead Member of Consortium by all the Members of Consortium as per format given in **Form No.20**; and (iii) a copy of this Joint Bidding Agreement as part of Tender to be submitted by the Consortium in response to Bid proposal.

### **3. Covenants**

- 3.1. One of the Parties to Consortium has purchased/downloaded the relevant Bid documents and all the Addendum thereto, obtained necessary clarifications and found them to be adequate for the intended purpose.
- 3.2. The Parties agree to co-operate and support each other and hereby undertake to submit necessary technical, financial and project execution and completion data and documentation and also comply fully with the technical, financial and project execution experience and other requirements as prescribed under the Bid document.
- 3.3. The Parties to this Consortium hereby agree to participate in the Minimum Eligibility Criteria and Commercial & Price Bidding for the Project pursuant to the Bid document issued to the Consortium by the Authority.
- 3.4. The Parties hereby confirm that there shall be no change in the structure of this Consortium or any substantial change in the shareholding pattern of the Parties constituting this Consortium without the written consent from the Authority, as the case may be, both during the Bidding against the Bid proposal and hereafter, if qualified and selected as the successful Bidder for the Project, during the entire period of execution and completion of the Project.
- 3.5. None of the Parties hereto shall assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other Parties and the Authority.

### **4. Joint & Several Liability and Indemnity**

- 4.1. The Parties do hereby undertake to be jointly and severally responsible for all the obligations and liabilities relating to the Project in accordance with the terms & conditions of this Bid document and, subject to award of Contract for the Project on the Parties to the Consortium, for successful execution and completion of the Project in terms of the said Contract.
- 4.2. The Parties hereto also undertake and agree that, notwithstanding division and allotment of the scope of work and responsibilities for the Project between the Parties, each of the Parties shall be jointly and severally liable for the performance

or non- performance or any and all defaults in the performance of the scope of work of all the other Parties in addition to its own scope of work and responsibility for the Project and shall be liable for satisfactory execution and completion of the entire Contract despite such division and allotment of scope of work and responsibilities.

4.3. The Parties hereby agree to jointly and severally indemnify and hold the Authority harmless against any loss, cost and damage which may be incurred or sustained by the Authority as a consequence of any performance, non-performance or any default in the performance of scope of work and responsibilities for the Project by any or all of the Parties hereto.

## 5. Roles & Responsibilities of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

5.1. One of the Parties, which has successfully completed work at least for one Similar Project, or the Party on whose experience pre-qualification is sought by the Parties pursuant to the Bid document, shall be nominated as Lead Member of the Consortium ("**Consortium Leader**") and has been authorized by all the Parties to represent them and to act for, receive instructions, incur liabilities, receive payments and discharge obligations on behalf of the Consortium.

5.2. All communications between the Authority and the Consortium shall be addressed to and routed through the **Consortium Leader** who shall be the sole point of contact between the Authority and the Parties regarding the Bid document both during QR and subsequently during Commercial & Price bidding process under the Bid proposal.

5.3. The consortium hereby agree that the lead member shall undertake and perform at least 30 (thirty) percent of the project.

5.4. The Parties have agreed to establish a Management Committee ("**Committee**") with equal representation from all the Parties for expeditious and effective management of all the affairs of the Consortium

## 6. Representations & Warranties

6.1. Each of the Parties hereto represents and warrants to the other Parties and the Authority, as of the date of this Agreement, that -

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a certified copy of board resolution/power of attorney in favour of the



person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium of Parties is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the Memorandum & Articles of Association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **7. Term & Termination**

7.1. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the earlier of the following events –

- i) The Parties' Tender for QR and Commercial & Price Bid against the Bid document has not been successful; or
- ii) Upon meeting the QR of the Parties, the Commercial & Price Bid by the Parties has not been successful and the LoA and Contract for the Project has been awarded to another party, or
- iii) Upon issue of LoA and award of the Contract for the Project, the Project has been successfully executed and completed by the Parties or the Contract for the Project has been terminated; all payments due under the Contract have been received and liabilities between the Parties inter se, the Authority and third parties have been

satisfactorily discharged or waived.

iv) The Parties agree to terminate this Agreement with the prior written approval of the Authority

7.2. However, notwithstanding any such termination, the obligations already incurred by any of the Parties prior to such termination and those other obligations, which by their very nature are meant to continue, shall survive any such termination.

## 8. Miscellaneous

8.1. This Agreement shall be governed by laws of India.

8.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

(1) for and on behalf of FIRST PARTY or LEAD MEMBER      WITNESSES:

By \_\_\_\_\_ . Name:

Title:

(2) for and on behalf of SECOND PARTY

by: \_\_\_\_\_ . Name:

Title:

(3) for and on behalf of THIRD PARTY by:

By: \_\_\_\_\_ . Name:

Title:

### Notes:

**1. Power of Attorney executed shall be accompanied by a copy of the Board Resolution to issue of such power of attorney in favour of the person executing this Agreement, for the delegation of power and authority to execute this Agreement on behalf of the Party to the Consortium**