NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

Tender No. NMPA/ME/MOORING/2024/04 dated 25-10-2024 NIT No. NMPA/ME/MOORING/2024/04 dated 25-10-2024

E-Tender No. 2024 NMPT 832545 1



TENDER DOCUMENT FOR

"Outsourcing Mooring Operations for a period of 03 years"

Estimated Amount	₹2,09,49,000/-
	Excluding GST
E.M.D	₹4,94,400/-
Tender Fee	₹1,680/-

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IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL

This is an **E-Tender** event of **NMPA**. You are requested to read the terms & conditions of this tender before submitting your online tender. BIDDERS who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

will	not qualify in the Tender for opening of price bid.					
1	Bidder should do Online Enrolment in the Portal using the option Click					
	Here to Enroll available in the Home Page. Then the Digital Signature					
	enrollment has to be done with the e-token, after logging into the portal.					
2	Bidder then logs into the portal giving user id / password chosen during					
	enrollment.					
3	The e-token that is registered should be used by the bidder and					
	should not be misused by others. The bidder participating in					
	the tender shall upload the tender in CPP website. If the					
	tender uploaded by any other firm, the tender shall be					
	rejected summarily.					
4	DSC (Digital Signature Certificates) once mapped to an account cannot be					
	remapped to any other account. It can only be inactivated.					
5	The Bidders can update well in advance, the documents such as					
	certificates, purchase order details etc., under My Documents option and					
	these can be selected as per tender requirements and then attached along					
	with bid documents during bid submission. This will ensure lesser upload of bid documents.					
6	After downloading / getting the tender schedules, the Bidder should go					
	through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.					
7	The BOQ template must not be modified / replaced by the bidder and the					
'	same should be uploaded after filling the relevant columns, else the bidder					
	is liable to be rejected for that tender. Bidders are allowed to enter the					
	Bidder Name and Values only.					
8	If there are any clarifications, this may be obtained online through the					
	e-Procurement Portal, or through the contact details given in the tender					
	document. Bidder should take into account of the corrigendum published					
	before submitting the bids online on http://eprocure.gov.in/eprocure/app or					
	www.newmangalore-port.com Bidder, in advance, should prepare the bid					
	documents to be submitted as indicated in the tender schedule and they					

should be in PDF formats.

- Bidder should arrange for Tender Fee and EMD as specified in the tender. The proof of payments made towards Tender Fee and EMD to be submitted along with technical bid.
 The bidder should read the terms and conditions and accept the same to
- proceed further to submit the bids.

 The bidder has to submit the tender document(s) online well in advance
- The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- The bidder has to upload the Technical bid in full shape in CPP Website only. The documents uploaded in CPP website should be legible, otherwise it will be treated as invalid document. The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
- At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

The bidder should see that the bid documents submitted should be free 19 from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. 20 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission. 21 The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock). **Tender Fee** and **EMD** shall be submitted with the Part I- Technical BID. 22 BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily. The EMD of un-successful Bidders shall be refunded only after the 23 contract has been awarded to the successful Bidder. No interest shall be paid on the EMD. The EMD of successful Bidder will be released/ Refunded upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD. If the successful bidder fails to sign the AGREEMENT within the 24 stipulated time, the contract shall be cancelled and EMD shall be forfeited as per Clause No. 9 of GCC. The bidder/Tenderer/contractor shall file the applicable returns with Tax 25 departments in time and submit the same as documentary proof. The GST applicable shall be paid extra as applicable. 26 27 While imposing penalty GST shall be collected. A. Techno-Commercial bid will be opened electronically on specified date 28 and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them. 29 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. No deviation to the technical and commercial terms & conditions are allowed. 30 After submitting online bid, the bidder cannot access the tender, once it 31 has been submitted with digital signature.

- A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
 - B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of NMPA / CPP.

33 PRE-BID QUERIES

- i. Upload their questions/queries in the CPP Website.
- ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, NMPA, well in advance through e-mail: dyconservator@nmpt.gov.in / me-section@nmpt.gov.in.
- iii. The pre-bid queries will be received up to **05-11-2024** at **1500 hours**. Pre-bid queries will not be entertained after the cutoff date & time.
- iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in Port and CPP websites. Non-submission of Pre-bid queries will not be a cause for disqualification of a Bidder.
- NMPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.eprocure.gov.in/eprocure/app of CPP Portal.
- The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- The bid will be evaluated based on the filled-in Technical & commercial formats.
- The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.

39 **Nodal Officer:**

Sr. Dy. Marine Engineer, Marine Department, New Mangalore Port Authority.

E-mail **□**: me-section@nmpt.gov.in, **□**:0824-2887265

40 **BOQ** format available in "**BOQ**" Section of CPP website.

NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

NOTICE INVITING TENDER (NIT)

NIT No. NMPA/ME/MOORING/2024/04 Date: 25-10-2024

Title of Work "Outsourcing Mooring Operations for a period of 03 years"

The Deputy Conservator, New Mangalore Port Authority invites e-Tenders in Two Bid system (Technical Bid and Price Bid) on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.

Details of Estimated cost, Tender fee, EMD and Schedule of Tender (SoT) for participation in this tender are given below:

1	TENDER No.	NMPA/ME/MOORING/2024/04 dated 25-10-2024			
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through e-procurement portal www.eprocure.gov.in/eprocure/app			
3	e-Tender No.	2024_NMPT_832545_1			
4	Estimated cost	₹2,09,49,000/- Excluding GST			
5	Earnest Money Deposit as per Clause No. 2.6 (a) of ITB	₹4,94,400/-			
6	Tender Fee	₹1,680/- (1,500 + 12% GST) Non-refundable.			
7	Date of NIT available to parties to download	25-10-2024 at 1800 hrs			

8	Date of Starting of online Pre-bid queries	25-10-2024	at 1800 hrs
9	Date of Closing of online Pre-bid queries	05-11-2024	at 1500 hrs
10	Date of Starting of e-Tender for submission Bid on line at www.eprocure.gov.in/eprocure/app	11-11-2024	at 1000 hrs
11	Date of closing of e-Tender for submission of Bid.	21-11-2024	at 1500 hrs
12	Date & Time of opening of Technical Bid.	22-11-2024	at 1530 hrs
13	Date & Time of opening of Price Bid.	To be communic by email.	ated separately
14	Work Contract period	03 years from commencement of	
15	Validity of Tender	120 days from opening of Techni	

Note: Amendments to the tender (if any) will be issued only through website **www.newmangaloreport.gov.in** and on CPP Portal (Central Public Procurement Portal) **www.eprocure.gov.in/eprocure/app**.

Sd/Deputy Conservator
New Mangalore Port Authority

NEW MANGALORE PORT AUTHORITY

MARINE DEPARTMENT

Minimum Qualification Criteria of the bidders (MQC):

1.1 AVERAGE ANNUAL TURNOVER

Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹62,84,700/-.

Bidders have to submit the following:

Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by **Chartered Accountant.**

1.2 The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:

One similar completed work	₹1,67,59,200/-			
costing not less than (OR)	excluding GST			
Two similar completed works	₹1,04,74,500/-			
each costing not less than (OR)	excluding GST			
Three similar completed works	₹83,79,600/-			
each costing not less than	excluding GST			
Bidder should have GST registration and copy of same to				
be submitted.				

"Similar Work" means "Providing Manpower for Mooring Operations" OR "Carrying out operation, manning & maintenance of Marine Crafts / Vessels"

The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for Minimum Qualification Criteria viz. LOA/Work Order/Agreement copies for similar works, Satisfactory Work Completion Certificates from client's letter head (Not in bidder's letter head) indicating contract period & Total executed contract value excluding GST.

ONGOING CONTRACTS:

Completed portion of ongoing contract will be considered till last day of the month previous to the one in which tenders are invited. The Bidder shall submit SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the executed value of contract excluding GST.

INSTRUCTIONS TO BIDDERS (ITB)

2.1 E-Tenders in Two Cover system are invited from the reputed, bonafide, resourceful & experienced firms for the work of "Outsourcing Mooring Operations for a period of 03 years".

2.2 TENDER SUBMISSION:

- a) Technical Bid shall contain all the documents as per clause 2.16 of ITB. The proof of payments made towards Tender Fee and EMD (receipt of NEFT / RTGS / SBI collect) to be submitted along with technical bid.
 - If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the **Original document (hard copy)** for the same shall be submitted prior to cut off date and time of **Technical Bid opening**.
- b) Price Bid shall contain only the Price schedule in the prescribed form given in this Tender Document. Price Bid only through ONLINE. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. Technical Bid should not contain Price Bid. "Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected".

2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **21-11-2024.** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid "Power of Attorney" as per Annexure-6 or firm's Power of Attorney executed in his favour in accordance with the constitution of the Company.

- iii Original document (hard copy) of Power of Attorney shall be submitted prior to cut off date and time of Technical Bid opening, if the bidder is executed Power of Attorney as per Annexure-6.
- iv The **Proprietorship firm** need not submit "**Power of Attorney**". However, firm has to submit the **Declaration** as per **Annexure-8**.

2.5 BIDDER TO INFORM HIMSELF FULLY

- The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.
 - The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India;, and other Statutory bodies, NMPA Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with NMPA.
- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 EARNEST MONEY DEPOSIT (EMD)

- The tender shall be accompanied by Earnest Money Deposit of ₹4,94,400/- in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of a Scheduled Bank or payment online in an acceptable form, which is stipulated in the tender.
 - In case bidder claims exemption of **Tender Fee** and **EMD** as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) 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 the Ministry of MSME.
- b EMD in the form of Bank Guarantee (as per Form -5) shall have a validity period of **04 months** and claim period of **03 months**.
- c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.
- d The Earnest Money Deposit of unsuccessful BIDDERS shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender Clause 19 of GCC.
- e In the event of forfeiting the EMD, GST as applicable shall be collected.

2.7 ACCEPTANCE OF TENDER:

NMPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer.

2.8 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **120 days** from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/ email. A bidder may refuse the request without forfeiting his EMD.

However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee. In case if there is a delay in opening of technical bid, sufficient time would be given for extension of BG (EMD) accordingly.

2.9 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- The Addenda/Corrigenda so issued shall form part of the tender document and shall be binding upon the BIDDERS. NMPA may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and upload the same along with his Tender duly signed and sealed in all pages.

2.10 ERRORS IN THE TENDER DOCUMENT:

- i Tender shall be prepared, signed and uploaded only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.
- ii The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the NMPA or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.11 LANGUAGE OF TENDER:

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

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.

2.13 CURRENCY

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

2.14 CONTRACT WORK

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the Work described in the Tender Documents with particular reference to the specifications, schedules, etc. annexed hereto.

2.15 CONTRACT PRICE

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure -9**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

2.16 TECHNICAL BID

The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.

1 Tender Fee and EMD:

- a) The tender shall be accompanied by Tender Fee of ₹1,680/through NEFT / SBI collect, which is stipulated in the tender.
 The tender not accompanied with Tender fee shall be treated
 as invalid and rejected summarily.
- b) The tender shall be accompanied by Earnest Money Deposit of ₹4,94,400/- through RTGS / NEFT / SBI collect / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid and rejected summarily.

In case bidder claims exemption of Tender Fee and EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) 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 the Ministry of MSME.

- Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums if any, to be submitted duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications as per Clause No.2.4 of ITB.
- 3 Power of Attorney as per Annexure -6 or Firm's Power of Attorney to be submitted.

The Proprietorship firm need not submit "Power of Attorney" however, firm has to submit the Declaration as per Annexure- 8.

4 Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.

Average Annual Financial Turnover is calculated as follows:

Annual Turnover of 2021-22 = A

Annual Turnover of $2022-23 = \mathbf{B}$

Annual Turnover of 2023-24= C

Average Annual Turnover = $\frac{A+B+C}{3}$

- 5 Experience on similar works as per Clause 1.2 of MQC executed during the last Seven years ending on last day of month previous to the one in which tenders are invited.
 - a The document/s (LOA / Work Order / Agreement) submitted shall clearly indicate the Contract Price and Contract Period.
 - **b** Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the total executed Contract Price and Contract Period.
- 6 TDS Certificate towards the proof of payment received from the clients to be submitted. However, TDS Certificate is not mandatory for contracts executed with the Govt. / PSU / Major Ports.
- 7 Copy of GST Registration certificate.
- **8** Copy of PAN Card.
- 9 Bidder Information form (Annexure -1).
- 10 Minimum Qualification Criteria of BIDDERS (Annexure -2) to be typed in Bidder's Letter Head.
- 11 Undertaking for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums (Annexure -3)
- 12 Bankers Details (Annexure -4)
- 13 Covering letter in firm's letter head. (Annexure -5)
- 14 Information regarding Debarred (Annexure -7)
- 15 Pre Contract Integrity Pact to be submitted in firm's letter head.

- The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
- 17 Technical offer with counter condition shall be liable for rejection and disqualification.

2.17 Techno-commercial Pre-Bid Enquiries / Clarification

If any Clarification on Techno-commercial aspects, same may be forwarded to the Deputy Conservator, NMPA. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Authority shall be communicated to the BIDDERS through CPP and Port websites.

2.18 TENDER OPENING AND EVALUATION

i **OPENING OF TECHNICAL BID:**

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT & Important Instructions of CPP.

ii SCRUTINY AND EVALUATION OF THE TENDERS:

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.
- b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.

e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

2.19 OPENING OF PRICE BID:

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such BIDDERS shall be opened online.

2.20 FALSE INFORMATION

The Bid will be summarily rejected & disqualified and bidder shall be debarred for a period of up to three (3) years from participating for tenders at NMPA, duly informing the MSE authorities as applicable, if:

- a) Any of the documents furnished by the bidder is found to be wrong / false during scrutiny; and/or
- b) Any of the documents furnished by the bidder is found to be wrong / false **during the contract period**, contract will be terminated and performance security will be forfeited.

2.21 RESPONSIVENESS

The bidder has to submit the following documents, failing which the Bid will be treated invalid and rejected summarily. Bidder shall not have any claim on this account later on.

- Tender Fee details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.
- EMD details (or) MSME/NSIC Certificate as per Clause No. 2.16
 (1) of ITB.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 **DEFINITIONS**

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

- a) "Employer" means Board of Members of New Mangalore Port, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Deputy Conservator or any other officers so nominated by the Board.
- b) "Bidder/Contractor/Operator" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "Contract" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "Contract Price" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f) "Work" or "Works" shall means manpower for mooring operations to be provided and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "Site" shall mean the area of working place.
- h) "Approved" or "Approval" shall mean approval in writing.
- i) "Month" shall mean English Calendar Month.
- j) "Engineer in-charge / representative" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) "SOT": Schedule of Tender
- 1) NMPA or Port means New Mangalore Port Authority, Panambur.

2 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within **30 days** from the date of issue of Work Order.

3 CONTRACT PERIOD

The contract period is for 03 (three) years from the date of commencement of contract.

4 TERMINATION FOR DEFAULT / DEBARMENT

- a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
 - i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
- ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
- iii. The Bidder shall be debarred if he has been convicted of an offence
 - 1) Under the prevention of corruption Act, 1988 or
 - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 3) If the Bidder has breached the code of Integrity.
- b) In case of termination of contract for default by the bidder, the bidder will be banned for a period of up to **3 years** to participate in any of the future tender of New Mangalore Port Authority.
- c) "The contract may be terminated by NMPA by giving written notice to the bidder, at least 30 days in advance and bidder shall not have right of any claim on NMPA on account of such termination, if they don't comply the above conditions Clause No.4 a) and b)"
- d) If bidder is found debarred or de-listed from any government, semigovernment agency or PSUs **during scrutiny of bids**, their bid is liable to be rejected.
- e) If bidder is found debarred or de-listed from any government, semigovernment agency or PSUs during the contract period, their contract will be terminated by giving 30 days of advance notice and their Performance Bank Guarantee shall be shall be forfeited.

5 FORCE MAJEURE

- (A) In this clause "Force Majeure" means and exceptional event or circumstances,
 - a) which is beyond party's (Employer or Contractor) control
 - b) which such party could not reasonably have provided against before entering into the contract
 - c) which, having arisen, such party could not reasonably have avoided or overcome
 - d) which is not substantially attributable to the other party

Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or subcontractor.
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity
 - The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

(B) Measures to be taken:

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible
- The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

6 INSURANCE

The contractor shall take the insurance policy covering all type of risks of all employees engaged by them.

7 WORK ORDER

The Work Order will be issued by the Competent Authority intimating the successful bidder about the proposed acceptance of tender.

8 CONDUCT

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

9 CONTRACT AGREEMENT

The successful bidder will be required to execute an Agreement at his expense on Non-Judiciary Stamp Paper in the proper departmental format (Form -1) for the due and proper fulfillment of the contract within 28 days from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** with your Original Technical bids and submit to the employer within **07 days** after signing of Agreement by the EMPLOYER and CONTRACTOR.

If the successful bidder fails to sign the agreement within the 28 days from the date of issue of Work Order, the contract shall be cancelled and EMD / Performance Security will be forfeited.

10 ARBITRATION

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. Upon failure to do so, either party may refer the dispute for settlement through 'conciliation and settlement guidelines' issued by IPA time to time. In case parties fail to arrive any settlement as mentioned above, either party may refer the dispute for arbitration.

Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and

modifications thereof. Arbitration shall be held in **Mangalore**. The arbitration proceedings shall be in **English**.

The disputes so raised shall be referred to a panel of three Arbitrators, of which one to be appointed by the NMPA and other by the contractor. The presiding arbitrator will be appointed by the arbitrators appointed by both the parties herein. The Arbitration proceedings shall take place in Mangalore or Administration building, NMPA, Panambur only and same shall be under Jurisdiction of Court of Mangalore.

11 LANGUAGE

The language in which the contract documents shall be drawn up shall be in English.

12 The bidder should also note that they should employ the staff of **Indian**Nationals only and comply with the provisions of Applicable Acts and other relevant Rules.

13 TAX

The rate quoted by the Bidder is exclusive of GST. Applicable GST to be shown separately in Tax Invoice and same will be reimbursed. All the GST returns needs to be filled within time limit. The contractor shall file the applicable returns with Tax Department in time and submit the same as documentary evidence. Input Tax credit lost if any due to non-filing of returns will be recovered from contractor.

After the last date of bid submission date, other than GST if any new taxes, levies, duties imposed by the Govt. is applicable to this contract, same shall be reimbursed by the employer on production of documentary evidence.

14 E PAYMENT

The option of e-payment is available to the bidder. The bidders are required to furnish the information as per the format **Annexure - 4** for opting e-payment.

15 ADDRESS

GST address will be considered for all future correspondence as per Annexure-4.

16 PROTECTION OF ENVIRONMENT

All measures and aspects to be adapted to protect the environment.

17 SAFETY REGULATIONS

Working personnel should wear proper PPE and follow the safety regulations. The contractor shall be responsible for the safety of all activities at the Site.

18 STAFF PASS

Port Entry Passes will be issued for the operational staff, Manager, shore staff & their vehicles. However, RFID card to be purchased from Pass section at contractor's cost. The cost of each card is ₹150/- appx.

19 PERFORMANCE SECURITY

- 19.1 Performance Security should be 10 % of Total Contract value + 18 % GST and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Scheduled Bank or payment online in an acceptable form within 28 days of issue of Work Order. Bank Guarantee as per Format given in Form -2 with a validity of One year and claim period of 3 months. However, the Bank Guarantee will have to be extended every year till completion of contract with a claim period of 3 months. Contractor has to renew the BG well in advance to avoid penalty / encashment. The BG with a validity of three years and claim period of 3 months can also be submitted.
- 19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of 12 months. If the BG is not renewed within **75 days** after completion of 12 months, action would be initiated for encashment of BG.
- 19.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5 **Performance Security** shall be released after satisfactory completion of contract period.
- The staff shall be deemed to be under the control and supervision of the contractor for all legal purposes and the charterer (NMPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

- 21 The contractor or his staff shall not indulge in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- 22 In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced within 24 hrs.

23 PAYMENTS

- a) The monthly bill in complete shape i.e. Applicable ESI, PF, staff list, monthly reports and salary details paid to the staff etc. are to be submitted to the office of the Deputy Conservator and payment will be made within 15 days from the date of submission of bill.
- **b)** The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

The invoice should contain the following information:

Name of the customer: NEW MANGALORE PORT AUTHORITY

GSTIN of customer: 29AAALN0057A2ZG

- c) GST will be paid extra as applicable.
- **d)** Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.
- f) Payment will be made only in INDIAN RUPEES.
- **g)** Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment.

24 PRICES

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

25 DEVIATION

The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

26 ALTERATION

Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.

27 ALTERNATIVE/CONDITIONAL TENDER

In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as nonresponsive and rejected.

28 BRIBES

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

29 ASSIGNMENT AND SUBLETTING

The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contact liable for termination and the Performance Bank Guarantee shall be forfeited.

30 ALCOHOLIC LIQUOR OR DRUG

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

31 SCOPE OF WORK:

The contractor should engage the staff for mooring operations round the clock on 24 hrs × 7 days basis (including weekly off / Public holidays) on 3 shifts per day, each shift of 8 hours duty.

EIGHT PERSONS (1 Supervisor + 7 Staff) per shift to be engaged. The staff shall be available without any break between the shifts.

31.2 | SHIFT TIMING:

1st Shift: 0600 to 1400 hours 2nd shift: 1400 to 2200 hours 3rd shift: 2200 to 0600 hours

- When staff is deployed initially, it shall be done with the consent of Deputy Conservator and if any changes required later, shall also be carried out with the prior approval of Deputy Conservator.
- 31.4 The mooring staff shall be available round the clock for mooring operations without any break between the shifts. The contractor shall also ensure that shipping operations are not affected during change of shift duties. As informed by the Port Control, mooring staff with proper PPE should be available at the station so that there is no delay in commencement of mooring operations. In case, non-availability of mooring launches, non-operational of Capstan etc. should not affect the mooring operations.
- 31.5 The mooring staff shall also carry out the any other duties as instructed by the Deputy Conservator or his representative without any additional financial liabilities on NMPA.

32 QUALIFICATION AND EXPERIENCE REQUIREMENTS OF STAFF

32.1 Qualification & Age requirements:

Designation of Staff	Qualification	Age limit
Supervisor (Semi-skilled)	12 th pass	23 to 45 years
Mooring staff (Unskilled)	10 th pass	20 to 40 years

- 32.2 The personnel should know good swimming and test for the same will be carried out at Port prior to deployment for the duties.
- 32.3 The personnel should have undergone training in some Institution of Marine background or work experience of minimum three months in similar field i.e. Mooring Operations / working on board floating Crafts etc. The proof for the same to be provided at the time of deployment of staff.
- The Supervisor should be able to communicate clearly to the Port Control and Pilot as and when required in English / Hindi.

33 VEHICLE

Vehicle with driver and fuel will be provided by NMPA only for mooring operations inside the wharf area.

34 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within 30 days from the date of issue of Work Order. If the successful bidder fails to comply the date for commencement of contract, penalty will be imposed at ½ % of the total contractual value per day or part thereof for the delayed period till 20 days (penalty period). However, the maximum amount of penalty shall be 10% of the total contractual value. If the work is not commenced within 50 days (30 days from the date of issue of Work Order + 20 days penalty period), the contract shall be liable to be terminated and the EMD/Performance Security will be forfeited. In the event of imposing penalty, GST as applicable shall be collected.

35 PENALTY

35.1 PENALTY FOR NON PERFORMANCE

If the work is not carried out satisfactorily in any of the shift of a particular day such as late arrival of staff for operations, lethargic attitude and non-wearing of PPE etc. as certified by the Senior Deputy ME/ME/HM, it will be treated as non-performance of that particular shift. Accordingly, **penalty** will be levied i.e. **@** 1/3 of **day charge** × 2 times from the monthly bill. The day charge is equal to the total monthly charges divided by 30.

35.1 PENALTY FOR ABSENT OF STAFF

The team should have 7 staff & 1 Supervisor in one shift of 8 hours duty, as required by terms and conditions of the tender. In case of deployment of manpower less than as specified above in any shift of a particular day, it will be treated as non-performance of that particular shift. Accordingly, **penalty** will be levied i.e. @ 1/3 of Day charge from the monthly bill. The day charge is equal to the total monthly charges divided by 30.

35.1 PENALTY FOR DISRUPTION OF SHIPPING MOVEMENTS

Any disruption of shipping movements or delayed shipping movement caused by the contractor will attract a penalty of ₹50,000/- per shift.

36 PRICE BID EVALUATION

Price bid of tenderers whose technical bid found responsive, will be opened and Price bid evaluation will be as per table given below which is calculated for 03 years.

Description	Rate per unit (₹)	Qty	Total Amount (₹)
Terry Cotton Industrial type Boiler suits (Orange Colour) with retro-reflector (4Nos/person/year x 24 persons x 3 years)		288 Nos.	
Helmet (per person x 24 persons)		24 Nos.	
Safety Shoe with socks (2 pairs per person per year x 24 persons x 3 years)		144 Nos.	
Leather Hand Gloves (2 pairs per person per month x 24 persons x 36 months)		1728 Nos.	
Cotton Hand Gloves (4 pairs per person per month x 24 persons x 36 months)		3456 Nos.	
Rain coat (once in two year) (24 persons x 2)		48 Nos.	
Service charges per person per month (24 persons x 36 months)			
Total wages for 03 years	1,78,72,668		
Total contract amount (excluding			

The Bidder whose Price Bid found to be the **Lowest** shall be considered for award of Contract.

37 POLLUTION DAMAGES

The contractor shall be liable for pollution damage and the cost of cleanup, which has occurred due to the contractor's and / or the contractor's personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

38 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The contractor shall ensure the use of PPE such as Terry Cotton Industrial type Boiler suits (**Orange Colour**) with retro-reflector, helmets, hand gloves, safety shoes, rain coats or any other equipment as required depending on nature of work by his staff at site. The contractor shall be solely responsible for the supply of required PPE to his workers and mandatory to use of PPE by his staff at site.

Original bills for procurement of PPE to be submitted annually for payments.

The staff during mooring operations shall wear PPE as mentioned above. If any of the staff not wearing PPE, such staff are UNSAFE for operations and would be immediately removed from operational duties and penalty will be levied as per Clause No. 35.1 of GCC.

39 PAYMENT OF WAGES TO STAFF

Payment of wages to the persons engaged by the contractor shall not be less than the minimum wages applicable to the worker employed in "Construction & Maintenance of Roads, Runways, Buildings" under Area 'B', as per Order F.No. 1/27(3)/2024-LS-II dated 25-09-2024 issued by Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India.

- i. The minimum wage per day applicable as on 01-10-2024 as per Minimum Wages Act, 1948 are Semi-Skilled ₹739/- and Unskilled ₹655/-.
- ii. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. The wages are normally revised by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index.

 Difference in revised minimum wages shall be claimed by the contractor for reimbursement after payment to the workers by submitting documentary proof.
- iii. On National & Festival holidays (8 days per staff per year) specified by the Port, staff will be paid overtime allowance as per applicable rules and wages shall be compensated by the Port.
- iv. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor's expense.
- v. Duty roaster shall be strictly followed and ensure one day in a week will be counted as a mandatory rest day (weekly off).
- vi. The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills and salary slip to be generated to each individual staff.

vii. Non-adherence of Minimum Wages Act will result in cancellation of the contract, forfeiture of Performance Bank Guarantee (PGB) and invite appropriate administrative action.

WELFARE MEASURES - EPF, ESI etc:

- i. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
- ii. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".
- iii. The EPF & ESI contribution of the employees and immediate employer's (contractor) contribution shall be remitted by contractor to the Authorities concerned periodically at the applicable rates. The immediate employer's (contractor) EPF & ESI contribution will be reimbursed to the contractor based on the documentary evidence submitted towards remittance made.
- iv. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.
- v. If extra manpower is engaged on weekly off / rest day, then ESI, PF would be reimbursed by NMPA on production of proof of documents for the same.

40 POLICE VERIFICATION

At all times, the contractor will be responsible to ensure that the staff engaged by him are security cleared by Police Station of worker's residential area. Police verification is of all employees should be done by the contractor **prior to deployment**. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of the state. Police verification details of all staff to be submitted prior to the commencement of the contract.

41 MEDICAL FITNESS CERTIFICATE

All the staff shall have completed all the necessary **medical test prior to deployment.** Medical Fitness Certificate of all staff to be submitted prior to the commencement of the contract.

42 WORKING SPACE

A space for on duty mooring staff will be provided by the Port at **FREE OF COST** which include electricity & fresh water used by the staff. The electricity provided is only for light and fan facility only.

43 THE COMMUNICATION SYSTEM

The communication system i.e. VHF and Walkie talkie required for mooring staff will be provided by NMPA.

VHF and Walkie talkie to be maintained carefully and returned in working condition at the end of contract. If the VHF and Walkie talkie are damaged / lost, cost of the same will be recovered from the contractor.

44 JOINT INSPECTION

An inspection of the Staff for mooring operation shall be carried out by the Marine Engineer or his representative prior to commencement of the contract.

45 MAINTENANCE OF ATTENDANCE REGISTER

An attendance register to be maintained by the contractor for the staff on shift basis and the same will be verified by Engineer in-charge. The staff duty roaster list to be prepared every month and submitted to Marine Engineer or his representative.

46 CANTEEN FACILITIES

The canteen facilities may be availed by the contractor on chargeable basis for the contractor and his personnel deployed.

47 MANAGER

The contractor shall provide a Manager at their cost with the decision making capabilities, who will be responsible for all the operations, documentations and necessary communications & co-ordinations with the office.

48 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization and de-mobilization.

49 In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

- The Port Authority reserves the right to terminate the contract without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract.
- The Employer (NMPA) shall not be **responsible** and liable for any damage / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.
- **Employer Liability Insurance**: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on 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 comply with the Central State and Municipal Laws and **53** 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, as applicable. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of 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.

- The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works, as applicable. 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.
- 55 The successful bidder has to submit an **Indemnity Bond** as per prescribed format **Form -3** prior to commencement of contract.
- The successful bidder has to submit an **Undertaking** as per prescribed format **Form 4** prior to commencement of contract.

Date: Signature of the bidder with stamp & address

Annexure -1

Company Seal:

Bidder Information Form [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.] Date: [insert date (as day, month and year) of Tender Submission] Tender No.: [insert number of Tendering process] Page ----- of ----- pages 1. Bidder's Legal Name ----- [insert Bidder's legal name] 2. Bidder's actual or intended Country of Registration: ---- [insert actual or intended Country of Registration along with Registration Details] 3. Bidder's Year of Registration: ——— [insert Bidder's year of registration] 4. Bidder's Legal Address in Country of Registration: ----- [insert Bidder's *legal address in country of registration*] 5. Bidder's Authorized Representative Information Name of the Authorized Representative: ----- [insert Authorized Representative's name] Name of the firm: ----- [insert Firm's name] Address: ----- [insert Authorized Representative's Address] Telephone/Fax numbers: ----- [insert Authorized Representative's telephone/fax numbers] Email Address: ----- [insert Authorized Representative's email address] 6. Attached are copies of original documents of: [check the box(es) of the attached original documents] ☐ In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB ☐ PAN NUMBER

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

☐ GST Registration Numbers

(Authorised Signatory)

Annexure -2

MINIMUM QUALIFICATION CRITERIA OF BIDDERS

1. List of all Completed Contracts during the last Seven (7) years similar in nature ending on last day of month previous to the one in which tenders are invited as per clause No. 1.2 of MQC:

S1.	Nature of Work	Total value	Contract Period		Name & address
No.		(in INR)	From	То	of clients

- a) LOA/Work Order/ Agreement copy for each completed work is to be enclosed.
- b) Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract and Total executed contract value (exclusive of GST) in INR.

ONGONG CONTRACTS: Completed portion of ongoing contract will be considered till last day of the month previous to the one in which tenders are invited. The Bidder shall submit a satisfactory WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the value of contract.

2 Existing commitments and ongoing works						
1 2 3 4						5
Sl.No.	Description of			Contract	Period of contract	
	work	No. date	client	value	from	to

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

UNDERTAKING

This is to certify that the contents of the downloaded Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. for the work of "OUTSOURCING MOORING OPERATIONS FOR A PERIOD OF 03 YEARS" have not been altered, in any form by us.

Signature	
For and on behalf of	
(Company Seal)	Date:

Bankers Details for E Payment

1.	Name of the firm (Bidder)	
2.	Full address of the firm (Bidder) registered under GST (All correspondence will be made to this address only)	
3.	Telephone No. of the beneficiary (Bidder)	
4.	Mobile No. of the beneficiary (Bidder)	
5.	Fax No. of the beneficiary	
6.	Email ID:	
7.	Account No.	
8.	Account Type (SB or CA or OD)	
9.	Name of the Bank	
10.	Full address of Branch	
11.	MICR code (Should be 9 digit)	
12	Bank IFSC Code No.	
13	GST Registration No.	
14	PAN Card No.	

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

COVERING LETTER

No	Date:
To,	
The Dy. Conservator,	
Marine Department,	
New Mangalore Port Authori	ity,
Panambur-575010	
Mangalore.	
Dear Sir,	
Sub : Submission of T	Cechnical Bid
Ref: Tender No NV	MPA/ME/MOORING/2024/04 dated 25-10-2024 for
	Mooring Operations for a period of 03 years"
Please find attached herewith the	e following enclosures
1	č
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13 14	
15	
16	
10	
Place:	Signature:
Date:	Seal:

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

(To be executed on non-judicial Stamp Paper) FORMAT OF POWER OF ATTORNEY

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

POWER OF ATTORNEY IN FAVOUR OF -----

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

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

Attorney) the following:

- a) To represent lawfully the ------ (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of tender No. NMPA/ME/MOORING/2024/04 dated 25-07-2024 for "Outsourcing Mooring Operations for a period of 03 years". Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.
- I, ------ (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of ------ (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.
WHEREAS, this sub-delegation is signed and delivered to Shri (name & designation of the Attorney), on this day of, 20 (Two thousand).
WHEREAS, even though this sub-delegation is signed on thisday of, 20 (Two thousand), will have effect from the date he signs and receives this delegation.
IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this day of, 20 (Two thousand) set my hands and subscribed my signature unto this instrument.
SIGNED AND DELIVERED ON BY
(Name of authorized person to delegate powers)
WITNESS:
SIGNED AND RECEIVED ON
BY
(Name & designation of Attorney)

DECLARATION

We hereby certify that our company/firm has not been debarred or de-listed or blacklisted by any Government (Central/State), Semi Government Agency or Any PSUs.

Signature	
For and on behalf of	
(Company Seal)	Date:

<u>DECLARATION</u>
(In case of Proprietorship firm)

	We hereby certify that our company/firm M/s
is a	Proprietorship firm and undersigned is the Proprietor of
the	company.

Company seal with Date

Signature of Proprietor of the Company

Form -1

SPECIMEN FORM OF CONTRACT AGREEMENT

(To be executed on ₹100/- non-judicial Stamp Paper)
[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS	CONT	TRACT AGREEMENT is made on theday of20	
BETV	BETWEEN		
	(1)	The Board of Members of the New Mangalore Port Authority , an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Major Port Authority Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "the Port"),	
	and		
	(2)	[insert name of Bidder], [incorporated under] the laws of [insert: country of Bidder] and having its principal place of business at [insert: address of Bidder] (hereinafter called "the Contractor").	
exect viz., a /deliv/ Contr	ution o and ha ery sch act Pr	the PORT invited Tenders against tender no	
NOW	THIS	AGREEMENT WITNESSETH AS FOLLOWS:	
1.		s Agreement words and expressions shall have the same meanings e respectively assigned to them in the Conditions of Contract referred	
2	Port	following documents shall constitute the Contract between the and the Contractor , and each shall be read and construed as an eal part of the Contract:	
	(a) (b) (c) (d) (e) (f) (g)	This Contract Agreement General Conditions of Contract; Notice Inviting Tender and Tender No	

AND WHEREAS

PORT accepted the Bid of **Contractor** for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

- 3. In consideration of the payment to be made to Contractor for WORK to be executed by him, Contractor hereby Covenants with PORT that Contractor shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of WORK, Contractor does hereby agree to pay such sums as may be due to PORT for the services rendered by PORT to Contractor as set forth in CONTRACT and such other sums as may become payable to PORT towards loss, damage to the PORT's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

The Agreement is assigned as dated And contains pages from **01** to

For and on behalf of the PORT

For and on behalf of the Contractor

Signed: (insert signature) in the capacity of [insert title or other appropriate designation]

Signed: [insert signature of authorized representative(s) of the Contractor] in the capacity of (insert title or other appropriate designation)

in the presence of [insert identification of official witness]

in the presence of [insert identification of official witness]

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE G U A R A N T E E

(To be executed on ₹100/- non-judicial Stamp Paper)
[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

1.	In consideration of the Board of Members of New Mangalore Port Authority,
	Panambur, Mangalore - 575010, Karnataka incorporated by the Major Port
	Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the
	Board Members of the Port of <i>New Mangalore Port Authority</i> , its successors and
	assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called
	the "Bidder/s") from the demand under the terms and conditions of the Contract, vide
	Dy.Conservator Work Order No datemade between the
	BIDDERS and the Board for execution of covered under Tender
	No dated (hereinafter called "the
	said contract") for the payment of Performance Guarantee in cash
	or Lodgement of Government Promissory Loan Notes for the due fulfillment by the
	said BIDDERS of the terms and conditions of the said Contract, on production of a
	Bank Guarantee for ₹(Rupees) only we, the (Name of the Bank and Address) (hereinafter referred to as "the Bank")
	Bank and Address) (hereinafter referred to as "the Bank")
	at the request of the BIDDERS do hereby undertake to pay to FA and CAO, New
	Mangalore Port Authority an amount not exceeding ₹ (Rupees
	only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of
	any breach by the BIDDERS of any of the terms and conditions of the said contract.
2	(None of Donk) do haraby undertake to now the emounts
۷.	We, (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from
	the Board stating that the amount claimed is due by way of loss or damage caused
	to or which would be caused to or suffered by the Board by reason of any breach by
	the BIDDERS of any of the terms and conditions of the said contract or by
	reason of the BIDDERS failure to perform the said contract. Any such
	demand made on the Bank shall be conclusive as regards the amount
	due and payable by the Bank under this Guarantee However, our liability
	under this guarantee shall be restricted to any amount not exceeding
	₹only).
3.	We, (Name of Bank) undertake to pay to the Board any money so
	demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or
	proceeding pending before any Court or Tribunal relating thereto our liability under this present
	being absolute and unequivocal. The payment so made by us under this bond shall be a
	valid discharge of our liability for payment there under and the Bidder(s) shall have no claim
	against us for making such payment.
1	We (Name of Bank) further agree with the Board that the
4.	We, (Name of Bank) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be
	taken for performance of the said contract and that it shall continue to be enforceable till all the
	dues of the Board under or by virtue of the said contract have been fully paid and its claims
	satisfied or discharged or till the (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and
	properly carried out by the said BIDDERS and accordingly discharge this guarantee

	BIDDE		e at the request of the Board but at the cost of the such further period or periods as the Board may
5.	shall heading obligate time of from time of the condition of any omission any supprovision.	have the fullest liberty without our contions hereunder to vary any of the terms at performance by the said contract or to exime to time or to postpone for any time of Board against the said BIDDERS and ions relating to the said contract and we want variation or extensions being grant ion on the part of the Board or any indulguch matter or thing whatsoever which union, have effect of so relieving us.	hk) further agree with the Board that the Board assent and without affecting in any manner our and conditions of the said contract or to extend the tend the time of performance by the said BIDDERS or from time to time any of the powers exercisable d to forebear or enforce any of the terms and e shall not be relieved from our liability by reason and to the BIDDERS or for any forbearance, act or gence shown by the Board to the BIDDERS or by der the law relating to sureties would, but for this e change in the constitution of the Bank or the
	force the be agent	or banking practice, this guarantee eneficiary. Notice or invocation by	contained in any law for the time being in shall not be assignable or transferable by any person such as assignee, transferee or I by the Bank. Any invocation of guarantee tly
I		so hereby agreed that the Courts in N ct of claims, if any, under this Guarantee.	langalore would have exclusive jurisdiction in
6.	We, during	its currency except with the previous cons	(a) lastly undertake not to revoke this guarantee ent of the Board in writing
7.	"Notw	vithstanding anything contained here	ein:
	a)	(Rupeesonly);	Guarantee shall not exceed ₹
	b)	This Bank Guarantee shall be valid	
	C)		amount or any part thereof under this Bank ve upon us a written claim or demand on or late of expiry of Guarantee)."
	Date	day of 20	
		-	For (Name of Bank)
	Signatu	ure	(Name)

INDEMNITY BOND

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

This deed of indemnity is executed byherein 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 herin a Tender/Contract or for supply of / Construction of on terms and conditions set out interalia in the Work Order No......valued at ₹.......

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

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

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

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

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

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

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

For
INDEMNIFIER
(Signature with name and Designation)
Company Seal
Station:
Date:
Witness:
1
Signature with Seal, Designation & Address
2
Signature with Seal Designation & Address

Form -4

(Should be typed in the Firm's /Contractor's official letter head)

UNDER TAKING

We,	M/s acknowledge, undertake and agree that our employees / labourers
shall	at all times observe and comply with relevant legislations and procedures/rules related
to sat	fety, Environmental and security aspects. We also confirm that,
1)	The Employer (NMPA) shall not be liable for any accident, damage or compensation
	payable to any workman or other person in the Employment of M/s
	or any Subcontractor of M/s or any other person deployed by us for
	work inside Port premises.
2)	Employer liability Insurance: M/s shall indemnify and keep
	indemnified the Employer i.e. NMPA against all damages or compensation payable
	at Law in respect of or in consequence of any accident or injury to any workman or
	other person in the employment of M/s or our subcontractor against all
	claims, demands, proceedings, costs, charges and expenses whatsoever in respect
	thereof or in relation thereto and the Employer (NMPA) shall be at liberty to deduct or
	adjust from the bills of M/s an amount the Employer (NMPA) may
	be called upon to pay towards claims, demands, proceedings, costs, charges and
	expenses whatsoever in respect thereof or in relation to any accident or injury referred
	to above without any reference to M/s
3)	M/s 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 and Abolition) Act,1970 and the contract labour
	(Regulations and 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 to 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 and
	regulations there under shall be the responsibility M/s and the
	NMPA will take no responsibility for the same. M/s shall take
	Workmen's Compensation policy for their workers ,who are not covered under ESI
	and submit the same to the EIC immediately after commencement of the work.

- 5) PERSONAL PROTECTIVE EQUIPMENTS:
 - M/s..... 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 their staff at site.
- 6) In case of unforeseen incident/accidents including the Employees engaged by us the responsibility and accountability for such Incident/accident, which may lead to fatality including death, financially and legally lies with only M/s...... or our subcontractor. NMPA and its officers are no-way responsible.

Place:	Signature:
Date:	Seal:

Form -5

Specimen Bank Guarantee Form for EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed
on ₹100/- non-judicial Stamp Paper]
[Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: Board of members of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka
Date:
TENDER GUARANTEE No.:
We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has
submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of
contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).
At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you
any sum or sums not exceeding in total an amount of [amount in figures] (amount in
words) upon receipt by us of your first demand in writing accompanied by a written statement stating
that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:
(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
(b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender
validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish
the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.
Notwithstanding anything to the contrary contained in any law for the time being in
force or banking practice, this guarantee shall not be assignable or transferable by the
beneficiary. Notice or invocation by any person such as assignee, transferee or agent of
beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made
only by the beneficiary directly
This guarantee will expire unless other wise extended or informed by the Employer/ Board:
(a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract
signed by the Tenderer and the performance guarantee issued to you upon the instruction of the
Tenderer;
or
(b) if the Tenderer is not the successful Tenderer, upon the earlier of
(i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer;
or
(ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period
thereof.;
"Notwithstanding anything contained herein:
a) Our liability under this Bank Guarantee shall not exceed ₹
(Rupees only);
b) This Bank Guarantee shall be valid upto; and
c) We are liable to pay the guarantee amount or any part thereof under this Bank
Guarantee only and only if you serve upon us a written claim or demand on or before
(date of expiry of Guarantee)."
Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date
[signature(s)]
[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so-
should also be enclosed]

PRE CONTRACT INTEGRITY PACT

General

This	pre-bid	pre-con	tract A	Agreement	(hereinaft	er called	the	Integrity	Pact)	is n	nade
on		day o	of the n	nonth of		20,1	oetwee	en, on one	e hand,	the B	oard
of M	embers o	of New	Manga	lore Port	Authority	acting thro	ough	Shri.			,
(Nam	e & Des	ignation	of the	Officer), N	ew Manga	lore Port	Autho	rity (here	inafter	called	the 1
'BUY	ER/EMP	LOYER	', which	ch express	ion shall	mean an	d inc	lude, un	less th	e cor	ıtext
other	wise rec	quires,	his su	ccessors i	n office	and assi	gns)	of the	First	Part	and
M/s.			repr	resented by	Shri			, Chief I	Executiv	ve Of	ficer
(herei	inafter ca	alled the	e 'BID	DER' whi	ch express	sion shall	mean	and inc	lude, ı	ınless	
WHE	REAS th	ne 'BUYI	ER/EM	PLOYER'	has invited	bids for _			and the	BIDI	OER
is sub	mitting h	nis bid fo	r the sa	me and							
WHE	REAS th	ne BIDD	ER is a	Private con	mpany / Pu	ıblic comp	any/	Governm	ent und	lertak	ing/
regist	ered part	nership i	firm, co	onstituted i	n accordan	ce with th	e rele	vant law	in the r	natter	and
the 'B	UYER/E	EMPLOY	ER' is	New Mang	galore 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:

1.0 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, organization 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.
- 2.0 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.

3.0 Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 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'.
- 3.14 The BIDDER signing IP shall not approach the Courts while representing the matters to IEMs and the contractor will await their decision in the matter.

4.0 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.

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹....../- (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
 - i) Bank Draft or a Pay Order in favour of FA & CAO, NMPA
 - ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
 - iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of **six** months 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.

6.0 Sanctions for Violations

- 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', along with 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.

7.0 Fall Clause

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

8.0 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.
- 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.

9.0 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.

10.0 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'.

11.0 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.

12.0 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 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.
- 13.0 The parties hereby sign this Integrity Pact at _____ on ____

BUYER/EMPLOYER
Name of the Officer and Designation

BIDDER CHIEF EXECUTIVE OFFICER

Witness	Witness
1	1
2.	2.

Address of IEMs

Dr. Subhash Chandra Khuntia, IAS (Retd.) 16-C, MCHS Colony, HSR Layout (Sector 6), Bangalore-560102 Mob. No. 9868247979

E-mail: skhuntia@hotmail.com

Ms. Sunita Puri, IRS (Retd.) H. No. 2095, Sector 15C, Chandigarh -160015 Mob. No. 9872099717

E-mail: sunita.puri15@gmail.com

^{*} 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 foreign BIDDERS.

0.00

INR Zero Only

INR Zero Only

BOQ - PRICE SCHEDULE

			<u>BoQ</u>				
	Tender Inviting Authority: Dy.Conservator, Marine Department, NMPT, Panambur, Mangalore, Karnataka-575010						
Name of V	Vork: Outsourcing of Mooring C	perations	s for a	period of 03	years		
Contract No: NMPT/ME/MOORING/2024/04 dated 25-10-2024 e-tender No. 2024_NMPT_832545_1							
Name of the Bidder/ Bidding Firm / Company:							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER#		NUMBER#	NUMBER #	TEXT #	
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT II Words	
1	2	4	5	7	8	10	
1	BOQ Particulars						
1.01	Terry Cotton Industrial type Boiler suits (Orange Colour) with retro- reflector (4Nos/person/year x 24 persons x 3 years)	288.00	No		0.00	INR Zero Only	
1.02	Helmet (per person x 24 persons)	24.00	No		0.00	INR Zero Only	
1.03	Safety Shoe with socks (2 pairs per person per year x 24 persons x 3 years)	144.00	No		0.00	INR Zero Only	
	Leather Hand Gloves (2 pairs per person per month x 24 persons x 36	1728.00	No		0.00	INR Zero Only	
1.04	months)						
1.04	Cotton Hand Gloves (4 pairs per person per month x 24 persons x 36 months)	3456.00	No	_	0.00	INR Zero Only	
	Cotton Hand Gloves (4 pairs per person per month x 24 persons x 36	3456.00 48.00	No No		0.00	INR Zero Only INR Zero Only	

Total in Figures

Quoted Rate in Words

Note:

1	The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY					
	in the respective event and NO HARD COPY FOR PRICE BID WILL					
	BE ACCEPTED.					
2	Bidder shall quote PPE cost per unit & Service Charges per person per					
	month. The rate quoted for PPE and Service Charges will remain same					
	throughout the contract period.					
3	Basic Pay +VDA, any escalation in minimum wages, ESI, EPF and GST					
	will be paid extra as applicable.					
4	Applicable GST, ESI and EPF shall be paid to the concerned authority by					
	the contractor and documentary evidence of the same shall be produced to					
	NMPA for reimbursement at actual.					
5	The Bidder whose Price Bid is found to be the Lowest shall be					
	considered for award of Contract.					
6	If the amount quoted by more than one bidder found to be the same, in such					
	case L-1 bidder will be decided after negotiation.					
7	Price bid evaluation will be as per Clause No. 36 of GCC.					

NMPA BANK DETAILS FOR REMITTING TENDER FEE & EMD

Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore.

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

The bidder can also make on-line payment directly to NMPA through "SBI Collect".