

TENDER DOCUMENT FOR

“NAME OF WORK: Appointment of Firms / Consultants to undertake the work of MIS related data collection, analysis and furnishing of report of for New Mangalore Port Authorities (NMPA).”



SCHEDULE OF TENDER (SoT)

N.I.T. No. 38/15/2024-25/DD(R)

Date: 03-10-2024

TITLE OF WORK: “Appointment of Firms / Consultants to undertake the work of MIS related data collection, analysis and furnishing of report of for New Mangalore Port Authorities (NMPA).”

TENDER NO.	38/15/2024-25/DD(R)
Tender ID	2024_NMPT_828891_1
MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
Date of NIT available to parties to download	03-10-2024 / 16:00 Hrs
Start date for submitting of online clarification	03-10-2024 / 16:00 Hrs
Close date for submitting of online clarification	10-10-2024 / 15:00 Hrs
Estimated Cost	Rs.26,45,976/- excluding GST
Earnest Money Deposit	Rs. 62,500/- (Rupees Sixty Two Thousand Five Hundred only)
Tender Fees	Rs. 500/- + 12% GST
Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	17-10-2024 / 10:00 Hrs
Date of closing of e-Tender for submission of Bid.	24-10-2024 / 15:00 Hrs
Date & Time of opening of Technical Bid.	25-10-2024 / 15:30 Hrs
Date & Time of opening of Price Bid	To be communicated separately
Contract period	2 years starting from the date as indicated in work order.
Validity of Tender	90 days from the date of opening of tender (Tech. Bid)

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Section-1: Preamble

NAME OF WORK: Appointment of Firms / Consultants to undertake the work of MIS related data collection, analysis and furnishing of report of for New Mangalore Port Authorities (NMPA).

1. SCOPE OF WORK:

- 1.1 To undertake the work of data collection, segregation and carryout the statistical research with furnishing the reports/replies as required for satisfactorily functioning of Management Information System of NMPA as detailed in Section-3.
- 1.2 The Process for appointment will be for a period of 2 Yeas i.e. for FY 2024-25 and 2025-26 subject to satisfactory performance in the first year of the Contract.

2. CLARIFICATION REQUESTS :

The written queries/ clarifications to be sent to the NMPA office by 10-10-2024

Prospective bidders are required to direct all communications related to this Tender, through the Nominated Point of Contact persons:

Shri. Chandrasekhar Palekar,

DTM/DDR i/c

Ph: 9900600606

E-mail Id: cs.palekar@nmpt.gov.in

Section 2: Background of New Mangalore Port Authorities

- 2.1 The New Mangalore Port, the only Major Port of Karnataka was declared as the 9th Major Port on 4th May 1974 and was formally inaugurated on 11th January 1975. The provisions of the Major Port Trust Act 1963 were applied to NMPT with effect from 01.04.1980. Since then, the Port has been functioning as a centre of activities for Importers and Exporters of this region. New Mangalore Port Trust is now renamed as New Mangalore Port Authority w.e.f. 04-11-2021 under Major Port Authority Act 2021. The major commodities exported through the Port are POL Products, iron ore pellets, containerized cargo, etc. The major commodities imported

through the Port are POL Crude for MRPL, Cement, coal, fertilizer, edible oil, liquid chemicals, containerized cargo etc. The Port is providing all the facilities for handling the cargo of mega Industries like MRPL, ONGC, OMPL, KIOCL, TOTAL GAZ, MCF, HPCL, IOC, UPCL, etc. Over the years the Port has grown from the level of handling less than a lakh tonne of traffic to 45.71 million tonnes handled during the last financial year 2023-24. The core activity of the Port is to facilitate berthing of vessels for handling import/export cargo.

2.2 The Management Services Division which is attached to Traffic Department compiles and analyses all the statistical data and prepares review reports on various operational parameters. These reports are forwarded to the Ministry / IPA and 7 other government agencies like Indian Railways, Consultancy agencies, etc. Answering the Parliament /Ministry /IPA questions/Port Capacity and traffic forecast is also a core activity of this Division. This division prepares presentations, press notes, brief notes, advertisement material, certificates, brochures, etc. Also produces various documentary films including script writing, tendering process, arranging videography, etc. This Division is responsible for preparation, printing & publishing of Annual Administration Report, preparation of brief notes for parliamentary committees, daily updating of Unnati Portal, monthly updating of PDM Portal, Conducting MVIC meeting and preparation of minutes and status reporting, Preparation and forwarding of PM Infra to Ministry. The MIS requirements are not only warrants Sea Port knowledge but also work expertise of working/coordinating with various Ministries, Associations and Statutory bodies of Govt of India. Bidders are requested to also please go through website of the Port to familiarize with the Ports traffic performances along with the previous year.

2.3 **Estimated cost**

Estimated cost of said work for two year is Rs.26,45,976/- excluding GST. The appointment will be for a period of 2 years i.e. for FY 2024-25 and 2025-26, subject to satisfactory performance in the first year of the contract and will not amount to any kind of employment obligation on the part of New Mangalore Port.

Section 3: Broad Scope of Work

Sl. No.	Specification	Nos.
1	Collection, compilation and submission of monthly D.O. letter to the Ministry on 1 st day of every month.	Every month (12 times / year)
2	Preparation of Parliamentary Question replies which require inter-departmental coordination.	35 nos./ year (approx)
3	Co-ordination and tendering for publishing materials, video shooting, designing of brochures, posters, Advertisement materials, etc.	5 nos. / year (approx)
4	Updating display materials for LCD screen at entrance of AO Building	Daily (250 working days)
5	Preparation, designing & Printing of commendation Certificates	200 Nos./ year (approx)
6	Script writing for various documentary films	15 nos./ year (approx)
7	Arranging LED background display during the visit of Ministers/other VVIPs	5-6 times per year (approx)
8	Designing invitation cards/banners/stickers etc.	5 times / year. (approx)
9	Collecting & compilation of data from various departments for furnishing replies to Ministry/IPA	75 nos./ year (approx)
10	Preparation of write-ups for publication	5 times / year (approx)
11	Assisting in preparation of Power Point presentations for Chairman/Ministry/and for VIPs	60 times / year (approx)
12	Co-ordination in the project of cattle shifting to cattle care centre.	2 times / year. (approx)
13	Collecting and sharing updated data and sharing with IT Division for updating in Port website	Monthly (12 times / year)
14	Updating of data in MIS Books of TM/ Dy. Chairman/Chairman	Monthly (12 times / year)
15	Preparation of ATR on minutes of Chinthan Baithak/MSDC meeting/NTFAP/Secretary's Review meeting etc. in association with concerned Departments	4-5 times / year (approx)
16	Collection, compilation and arranging printing of Annual Administration Report	Once in a year

17	Collection, compilation and arranging booklets for the Parliamentary committees	2-3 times / year.
18	Updating of data in the New Portal on MIV 2030 Targets/ achievements.	Every month (12 times / year)
19	Preparing the minutes of MIV meeting and submission to the Ministry of shipping	Every month (12 times / year)
20	Updating of data in the New Portal on ease of doing business	Every month (12 times / year)
21	Updating of data in the New Portal on KPI Sagar Manthan	Every month (12 times / year)
22	Other day-to-day works in the absence of AD(R) / DD(R)	--
23	Any other works Authorised by the Management related to Management Services from time to time.	--

Section 4: Eligibility Criteria

Mandatory Eligibility Conditions for participation in Tender are as below. Bidder must satisfy all these condition, before participation in the tender.

Sl. No.	Eligibility Condition
1.	The firm should in continuous existence for a period of at least 5 years.
2.	There should be at least 4 full time employees in the firm having minimum graduation as base qualification with one or more year of experience in Port Sector.
3.	The firm should have an average annual turnover of not less than Rs. 7.94 lakhs per annum during the past 3 years i.e., 2020-21, 2021-22 and 2022-23. For those purposes, they should enclose last 3 years' Audited Annual Accounts.

Note: All the credential documents need to be scanned and submitted ONLINE only through CPPP Portal.

Section 5: E - Bidding Process

- a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the

Tender document with full understanding of its implications. Failure to furnish all information required in the TENDER Document or submission of a bid not substantially responsive to the TENDER document in all respects will be at the bidder's risk and may result in the rejection of the bid.

- b) All the bids must be valid for a period of 90 days from the date of TENDER opening. If necessary, NMPA will seek extension in the bid validity period beyond 90 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD

Section-6: Bid Composition

- a) The bid(s) shall be submitted through CPPP Portal only.
- b) Credential Bid/ Technical Bid: Documents as per the eligibility criteria and Credential Bid shall be scanned and submitted ONLINE only through CPP Portal.
- c) Financial Bid: Financial bid are required to be submitted through CPP portal only.

Section-7: Tender Fee, Earnest Money Deposit (EMD), and Security Deposit

I. Tender Fee & Earnest Money Deposit

- i. The tender fee of Rs. 500/- + 12% GST shall be remitted through RTGS/NEFT to below mentioned account.
- ii. The Bid security (EMD) of Rs. 62,500/- (Rupees Sixty Two Thousand Five Hundred only) shall be remitted through RTGS/NEFT to below mentioned account.
- iii. In the event of bidder withdrawing his tender before the expiry of tender validity period of 90 days from the date of opening of technical bid, the tender submitted by the bidder shall be cancelled and EMD shall be forfeited.
- iv. The Earnest Money Deposit of unsuccessful bidder shall be returned on award of assignment to the successful bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- v. NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful bidder, if he fails to furnish the acceptance letter within 30 days from

the date of receipt of Work order and fails to furnish the required performance security.

vi. The NMPA bank details are as follows:-

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

vii. The benefit of Exemption of EMD and tender fee to all Micro and small enterprises (MSE) registered with district industries center (DIC) of Khadhi and village industries commission or Khadhi and industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME will be considered.

II. Security Deposit

- i. Security deposit shall consist of two parts
 - a) Performance Security to be submitted at award of the work
 - b) Retention Money to be recovered from Quarterly Bills.
- ii. The Security Deposit at 10% of the Contract amount including GST of which 5% of contract price should be submitted as Bank Guarantee within 30days of receipt of letter of acceptance as Performance Security and balance 5% recovered as retention money from running bills. Recovery of 5% of retention money shall commence from the first monthly bill onwards @ 10% for each bill.
- iii. Bank Guarantee shall be issued by a Nationalized/Scheduled Indian bank having its branch at Mangalore acceptable. Format of Bank Guarantee is specified in Annexure F of this tender document.
- iv. In case of termination of the contract for any reason, the Security Deposit shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the NMPA in consequence of such termination of contract.
- v. In the event the contractor(s) gives up the work before expiry of the contract or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- vi. No interest shall be payable on the Security Deposit
- vii. The NMPA shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over

payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- viii. The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

Section-8: Forfeiture of Earnest Money Deposit

The Earnest Money Deposit can be forfeited if a Bidder

- Withdraw its bid during the period of bid validity.
- In case successful Bidder fails to sign the contract or furnish the required Performance Security within the stipulated time. In the event of forfeiting the EMD / SD and while imposing penalty GST as applicable will be collected.

Section-9: Last date for bid submission

- a. E-Bids, complete in all respects as mentioned in section 4, 5, 6 and 7 must be submitted through CPP Portal as per the date and time for closing of submission of E-bid(s).
- b. Port may at its own discretion, extend the date for bid submission. In such a case all rights and obligations of port and the Bidders shall be applicable to the extended time frame.
- c. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- d. At any time prior to the last date for receipt of bids, Port may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment will be notified on E-tendering portal:
<https://eprocure.gov.in/eprocure/app> and NMPA official website and should be taken into consideration by the prospective bidders while preparing their bids.
- e. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NMPA may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the

last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

- f. The bidders will bear all costs associated with the preparation and submission of their bids. NMPA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tender process.
- g. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Section-10: Opening of Bids

- a. Bids received from the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of NMPA and the Bidders. However, this tender does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.
- b. NMPA shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.
- c. Opening of Financial Bid: Financial bids will be opened only for bidders; whose bids qualify based on evaluation of credential/Technical Bids.

Section-11: Bid Validity

All the E-Bids must be valid for a period of 90 days from the date of tender opening for placing the initial order. If necessary, NMPA will seek extension in the bid validity period beyond 90 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Section-12: Evaluation of bids

12.1

- a. When deemed necessary, NMPA may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. Any effort by a bidder to influence NMPA E-Bid(s) evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c. NMPA reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for Port's action and without assigning any reasons.

12.2 Credential Evaluation

The credential E-Bids will be evaluated by a duly nominated Tender Committee. E-Bids, not satisfying the eligibility criteria will be rejected. Tender committee will evaluate information submitted in Annexure-A as per Tender terms. On request from the tender committee, the bidders may have to submit additional information. The tender committee may call the eligible bidders for a presentation of the work handled by them. The time limit, in which the bidders have to submit the additional information or present their work, will be decided by the tender committee and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

Section-13: Signing of contract and Award of Contract (Appointment)

- a) On written communication from Port (LOI) for having qualified for appointment the bidder will sign the contract (letter of appointment) within 7 days of such communication and the work will commence from the next Port working day. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b) The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Port. In addition, Port will be free to forfeit the EMD/Security

deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

Section-14: Termination of contract

The contract is liable for termination for any deficiency in any service by giving One month notice. No compensation is payable under any circumstances on account of such termination. The fees shall be payable only up to the period of serving the notice of termination. The decision of New Mangalore Port Authorities in this regard is final and binding.

Section-15: Change of Name of the Firm

During the period of engagement if the bidder's name got changed due to acquisition, amalgamation etc., bidder must inform Port with all required documents within one month of its name change. Port will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

Section-16: confidentiality

The Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NMPA or its clients without the prior written consent of Port.

Section-17: Security

- a) The agency or its deployed personnel, by virtue of working on NMPA, can't claim any rights on the work performed by them. NMPA will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.
- b) The agency will ensure that no information shall be leaked out about the software, hardware, including Electronic form or otherwise, by the manpower posted by them.

Section-18: Terms of Payment

- (i) The payment will be made on monthly basis after deducting applicable taxes on receipt of the claim after satisfactory completion of the work certified by the Officer In-Charge (OIC). Each non-compliance (activity wise) certified by the OIC shall attract a penalty of Rs. 1,100/- and more than four such non-compliance in a month may attract termination of the Contract.

- (ii) The Officer In-Charge for the work is Deputy Director Research or any officer appointed as OIC by the Traffic Manger.

Section 19: General Terms and Conditions

- a. The work is purely a service contract and in time compliance to the scope of work is the essence of the contract.
- b. Given the above objective and to avoid commutation delay the firm shall have to depute at site (NMPA), at-least One consultant in statistical research role with at-least 10 years or plus of Port experience and Two for Data collection, segregation and statistical role with atleast one year experience in Port sector. The consultants shall work in satisfactory compliance of the work specified in the scope of work as per Section 3 of tender document.
- c. The bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NMPA will impose sanctions which will include: forfeiture of the security deposit and termination of the contract for default.
- d. All bidders automatically agree with NMPA for honouring all aspects of fair trade practices in executing the work orders placed by NMPA.
- e. The bidder will be responsible for any damage to equipment's, property and third-party liabilities caused by acts on part of its deployed person at NMPA/User's premises.
- f. The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems
- g. Cost of transport and other incidental expenses of staff & supervisor shall be borne by the firm themselves.
- h. The firm shall make their own arrangements for all the resources required for satisfactory execution of the scope. However, for the resources at site the office stationary, sitting facilities with table, chairs & two computer system for the consultants and their staff shall only be provided by New Mangalore Port Authorities.

Section 20: Force Majeure

Force majeure shall mean –

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war, ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.

Section 21: Arbitration and Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman, New Mangalore Port Authorities. The place of arbitration shall be Mangalore and the language used shall be English.

Section 22: Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Section 23: Instruction to bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare

their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may

combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “online” for online payments and “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. If paid offline, the proof of payment needs to be uploaded in the Portal.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the form at provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

OFFER LETTER

To,
The Traffic Manager,
New Mangalore Port Authorities,
Panambur Mangalore -575010

Subject: - Appointment of Firms / Consultants to undertake the work of MIS related data collection, analysis and furnishing of report of for New Mangalore Port Authorities (NMPA).

I/We _____ (kindly mention PAN No, Date of Constitution of firm) have read the various conditions detailed in Tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide services at the rates quoted in the Annexure-E and hereby bind myself/ourselves to complete the work within the prescribed period as mentioned in LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services as per the procedures prescribed by the Port. EMD of Rs.62,500/- and tender fees of Rs.500+12% GST has been paid. Details as mentioned below:

Sl.No	Type	Bank Detail	Ref. No	Amount
1	EMD			
2	Tender Fee			

The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 7 days after receipt of call to sign Contract Agreement.

SIGNATURE OF Bidders

Date:

Bidder address:

SIGNATURE OF WITNESS:

- 1.
- 2.

PRICE BID

Sub : Appointment of Firms / Consultants to undertake the work of MIS related data collection, analysis and furnishing of report of for New Mangalore Port Authorities (NMPA)

Sl. No.	Description	Qty	Unit	Rate in Rs. per Month	Amount in Rs.
1	Providing consulting service as per the scope of work as prescribed in Section 3 of the Tender Document.	24	Month		
TOTAL:				-	-
(excluding GST)					

Note: Rate quoted shall be inclusive of all local travelling, conveyance, and all other taxes and duties excluding GST. The applicable percentage of Goods & service tax shall be paid as applicable. The price offered is valid for Two Years from the date of commencement of work. The quoted price is lumpsum in nature and all the liabilities for the resources appointed will be solely borne by the Contractor.

Annexure C

PERFORMANCE BANK GUARANTEE

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Firm, up to a total of _____ [amount of guarantee]¹ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Notwithstanding anything mentioned above,

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____ Date _____

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