



NEW MANGALORE PORT TRUST
Ministry of Ports, Shipping and Waterways
Govt.of India

TENDER DOCUMENT FOR
“PROVIDING CANTEEN/MESS SERVICES AT WHARF
CAFETERIA,NMPT,PANAMBUR,MANGALORE, FOR A
PERIOD OF TWO (02) YEARS”

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

N.I.T. No.3/1/2020-21(WC)/PLA-2

Date: 26/04/2021

**TITLE OF WORK: TENDER FOR“PROVIDING CANTEEN/MESS SERVICES AT
WHARFCAFETERIA,NMPT,PANAMBUR,MANGALORE, FOR A
PERIOD OF TWO (02) YEARS.**

1. बोलीदाताकोहोमपेजमेंउपलब्धक्लिकहियरटूएनरोलकाउपयोगकरकेपोर्टलमेंऑनलाइननामांकनकरनाचाहिए।फिरपोर्टलपरलॉगइनकरनेकेबादई-टोकनकेसाथडिजिटलसिग्नेचरएनरोलमेंटकरनाहोगा।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. तत्पश्चातबोलीधारकनामांकनकेदौरानचुनेगएउपयोगकर्ताआईडी / पासवर्डपोर्टलमेंलॉगइनकरपाएंगे।Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरोंद्वारादुरुपयोगनकरतेहुएपंजीकृतई-टोकनकाउपयोगबोलीदाताद्वाराहीकियाजानाचाहिए।The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसीखातेमेंमैपकिएजानेपरDSC कोकिसीअन्यखातेमेंदोबारानहींभेजाजासकताहै।यहकेवलनिष्क्रियहोसकताहैDSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाताअग्रिमरूपसेअद्यतनकरसकतेहैं, दस्तावेज़जैसेप्रमाणपत्र, खरीदआदेशविवरणआदि, मेरेदस्तावेज़विकल्पकेतहतऔरइन्होंनेनिविदाआवश्यकताओंकेअनुसारचुनाजासकताहैऔरफिरबोलीजमाकरनेकेदौरानबोलीदस्तावेज़ोंकेसाथसंलग्नकियाजासकताहै।यहबोलीदस्तावेज़ोंकेकमअपलोडकोसुनिश्चितकरेगा।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. निविदाकार्यक्रमडाउनलोडकरने / प्राप्तकरनेकेबाद, बोलीदाताकोसावधानीपूर्वकउनकेमाध्यमसेजानाचाहिएऔरफिरनिविदादस्तावेजकेअनुसारदस्तावेजजमाकरनाचाहिए; अन्यथा, बोलीअस्वीकारकरदीजाएगी।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. बीओक्यूटेम्पलेटकोबोलीदाताद्वारासंशोधित / प्रतिस्थापितनहींकियाजानाचाहिएऔरसंबंधितकॉलमभरनेकेबादउसेअपलोडकियाजानाचाहिए, अन्यथाबोलीदाताउसनिविदाकेलिएअस्वीकारकिएजानेकेलिएउत्तरदायीहै।बोलीदाताओंकोकेवलबिडरनामऔरवैल्यूदर्जकरनेकीअनुमतिहै।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. यदिकोईस्पष्टीकरणहै, तोयहई-प्रोक्योरमेंटपोर्टलकेमाध्यमसेयानिविदादस्तावेजमेंदिएगएसंपर्कविवरणकेमाध्यमसेऑनलाइनप्राप्तकियाजासकताहै।बोलीदाताकोपोर्टलपरऑनलाइनया<http://eprocure.gov.in/eprocure/appor> या www.newmangalore-port.com परबोलीप्रस्तुतकरनेसेपहलेप्रकाशितकिएगएकोरिगेंडमकोध्यानमेंरखनाचाहिए, बोलीदाताकोअग्रिममेंबोलीदस्तावेजतैयारकरनेचाहिए।निविदाअनुसूचीमेंदर्शाएअनुसारप्रस्तुतकियाजानाचाहिएऔरवेपीडीएफफारूपमेंहोनेचाहिए।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 the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/appor> 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.

9. निविदाकर्ताकोनिविदामेंनिर्दिष्टअनुसारबोली सुरक्षा घोषणाऔरनिविदाशुल्ककीव्यवस्थाकरनीहोगी।निविदाकेलिएनिविदाप्रस्तुतकरनेकीतिथिऔरसमयकेभीतरमूलकोव्यक्तिकोनिविदाआमंत्रणप्राधिकरणमेंपोस्ट / कुरियर / दियाकरनाहोगा।Bidder should arrange for the Bid Security declaration and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोलीलगानेवालेकोनियमोंऔरशर्तोंकोपढ़नाचाहिएऔरबोलियोंकोजमाकरनेकेलिएआगेबढ़नेकेलिएउसीकोस्वीकारकरनाचाहिए। The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. बोलीप्रस्तुतकरनेकीप्रक्रियाकेदौरानकिसीभीदेरीयासमस्यासेबचनेकेलिएबोलीलगानेवालेकोनिर्धारितसमयसेपहलेनिविदादस्तावेजकोऑनलाइनजमाकरनाचाहिए।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.
12. सर्वरकेअंतमेंअपलोडकीगईफ़ाइलकेआकारकीकोईसीमानहींहै।हालाँकि, अपलोडक्लाइंटसिस्टमपरउपलब्धमेमोरीकेसाथ- साथउससमयक्लाइंटसाइडपरउपलब्धनेटवर्कबैंडविड्थपरतयकियाजाताहै।फ़ाइलकाआकारकमकरनेकेलिए, बोलीदाताओंको75-100 DPI मेंदस्तावेजोंकोस्कैनकरनेकासुझावदियाजाताहैताकिस्पष्टताबनीरहेऔरफ़ाइलकाआकारकमहोजाए।यहबहुतकमबैंडविड्थकीगतिपरभीत्व्रितअपलोडकरनेमेंमददकरेगा।
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.
13. यहध्यानरखनामहत्वपूर्णहैकि, बोलीलगानेवालेकोफ्रीजबोलीबटनपरक्लिककरनाहोगा, यहसुनिश्चितकरनेकेलिएकिवहबोलीप्रस्तुतकरनेकीप्रक्रियापूरीकरताहै।बोलियां, जोअवरोद्धहुएनहींहैं, कोअपूर्ण / अमान्यबोलियोंकेरूपमेंमानकरतथामूल्योंकनउद्देश्योंकेलिएनहींमानाजायेगा।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.
14. स्थानीयमुद्दोंकेकारणबोलीदाताओंद्वाराऑनलाइनबोलीलगानेकेदौरानकिसीभीप्रकारकीदेरीयाकठिनाइयोंकासामनाकरनेकेलिएनिविदाआमंत्रणप्राधिकरण (TIA) कोजिम्मेदारनहींठहरायाजाएगा।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.
15. बोलीदाताइसपोर्टलकेमाध्यमसेहीबोलीदस्तावेजोंकोऑनलाइनमोडमेंजमाकरसकताहै।इसप्रणालीकेमाध्यमसेऑफ़लाइनदस्तावेजोंकोसंभालानहींजाएगा।तकनीकीबोलीकीकेवलहार्डकॉपीईई (एम) III, एनएमपीटीकोनियततारीखसेपहलेपहुंचनीचाहिए।बोलीदातायहसुनिश्चितकरेगाकिन्यूनतमयोग्यतासेसंबंधितसभीदस्तावेजोंकोतकनीकीबोलीकेसाथअनिवार्यरूपसेअपलोडकियाजाएगा, जिसमेंअसफलहोनेपरबोलीकोसरसरीतौरपरअस्वीकारकरदियाजाएगा।इससंबंधमेंकोईस्पष्टीकरणनहींमांगाजाएगा।The bidder may submit the bid documents online mode only, through this portal. Offline documents

will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोलीकोफ्रीज़ करनेकेसमय,ई-प्रोक्योरमेंटसिस्टमसभीबोलीदस्तावेजोंकोअपलोड करनेकेबादएकसफलबोलीअपडेटिंगसंदेशदेगाऔरफिरबोलीसारांशकोबोलीनंबर, तिथिऔरजमा करनेकेसमयकेसाथदिखायाजाएगा।अन्यसभीप्रासंगिकविवरणोंकेसाथबोलीलगाएं।बोलीकर्ताओंद्वाराप्रस्तुतदस्तावेजोंकोबोलीदाताकेई-टोकनकाउपयोगकरकेडिजिटलरूपसेहस्ताक्षरितकियाजाएगाऔरफिरप्रस्तुतकियाजाएगा।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.
17. बोलीप्रस्तुत करनेकेबाद, बोलीसारांशकोप्रिंटकरनाहोगाऔरबोलीप्रस्तुत करनेकेटोकनकेरूपमेंएकएकॉलेजमेंटकेरूपमेंरखनाहोगा।बोलीसारांशनिविदानिनिविदाकेलिएबोलीप्रस्तुत करनेकेप्रमाणकेरूपमेंकार्यकरेगाऔरबोलीउद्घाटनकार्यक्रममेंभागलेनेकेलिएप्रवेशबिंदुके रूपमेंभीकार्यकरेगा।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.
18. सिस्टमसेसफलबोलीप्रस्तुत करनेकामतलबहै, किबोलीदाताद्वाराअपलोडकी गईबोलियांप्राप्तहोकरसिस्टममेंसंग्रहीतकरलीगयीहैं; सिस्टमइसकीशुद्धताकेलिएप्रमाणितनहींकरताहै।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.
19. बोलीलगानेवालेकोयहदेखनाचाहिएकिप्रस्तुत किए गएबोलीदस्तावेजवायरससेमुक्तहैंऔरयदिनिविदाखोलनेकेदौरानवायरसकेकारणदस्तावेजनहींखुलपारहेहैंतोबोलीअस्वीकारकरदीजाएगी।इसकेलिएआर्गेनाइजेशनजिम्मेदारनहींहोगी।The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
20. टेंडरपोर्टलकेशीर्षपरसर्वरघड़ीसेप्रदर्शितहोनेवालासमय, ई-प्रोक्योरमेंटपोर्टलमेंबोलीप्रस्तुत करने, बोलीखोलनेआदिकेअनुरोधकेसभीकार्योंकेलिएमान्यहोगा।इसपोर्टलमेंअनुवर्तिसमयभारतीयमानकसमय (IST) केअनुसारहैजोGMT + 5: 30 है।बोलीलगानेकेदौरानबोलीदाताओंकोइससमयकापालनकरनाहोगा।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. बोलीकर्ताओंसेअनुरोधकियाजाताहैकिवेबोलीप्रस्तुत करनेकीअंतिमतिथिऔरसमय (सर्वरसिस्टमक्लॉककेअनुसार) सेपहलेनिविदाप्रक्रियाकेलिएऑनलाइनई-प्रोक्योरमेंटसिस्टमकेमाध्यमसेनिविदाएंप्रस्तुत करें।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).
22. भागI- तकनीकीबीआईडी केसाथनिविदाफार्मशुल्कऔरबोली सुरक्षा घोषणाजमाकियाजाएगा।फीस,बोली सुरक्षा घोषणाकेबिनाप्रस्तुतबीआईडी, जैसाकिऊपरउल्लेखकियागयाहै, मूल्यांकनकेलिएविचारनहींकियाजाएगाऔरसरसरीतौरपरखारिजकरदियाजाएगा।Tender form Fee and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोलीलगानेवाला / निविदाकार /
ठेकेदारकरविभागोंकेसाथलागूरिटर्नसमयमेंदाखिलकरेगाऔरदस्तावेजीप्रमाणकेरूपमेंप्रस्तुतकरनाहोगा।The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्टकोक्रेडिटकरनेकेलिएजीएसटीलागूटैक्सचालानमेंएकअलगलाइनआइटमकेरूपमेंदिखायाजाएगा।The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. एलडी / एसडीकोजब्तकरनेकीस्थितिमें, जीएसटीलागूहै; तथाजुर्मानालगानेकेदौरानजीएसटीलागूकियाजायेगा।In the event of forfeiting the /LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

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NEW MANGALORE PORT TRUST
ADMINISTRATION DEPARTMENT

SCHEDULE OF TENDER (SoT)

1. NOTICE INVITING TENDER

N.I.T. No.3/1/2020-21(WC)/PLA-2

Date: 26/04/2021

TITLE OF WORK: TENDER FOR “PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA,NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02)YEARS

1	TENDER NO. Tender ID : 2021_NMPT_628115_1	3/1/2020-21(WC)/PLA-2 dated 26/04/2021
2	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/
3	Date of NIT available to parties to download	26/04/2021 at 17.00 hrs
4	Start date for submitting of online clarification	26/04/2021 at 17.00 hrs
5	Close date for submitting of online clarification	03/05/2021 at 15.00 hrs
6	Earnest Money Deposit	Bid Security Declaration as per Annexure-4 or exemption certificate as per clause No 2.2.1(m) of ITB
7	Tender Fees	Rs.560.00 (Rupees Five Hundred and Sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(m) of ITB
8	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	05/05/2021 at 10.00 HRS
9	Date of closing of e-Tender for submission of Bid.	17/05/2021 at 15.00 HRS
10	Date & Time of opening of Technical Bid.	18/05/2021 at 16.00 HRS
11	Date & Time of opening of Price Bid	To be communicated separately
12	Contract period	Two years starting from the date as indicated in work order.
13	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

2. INSTRUCTIONS TO THE BIDDERS(ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Secretary on behalf of New Mangalore Port Trust from the reputed, bonafide, resourceful & experienced firms for the work of **“Providing Canteen/Mess Services at Wharf Cafeteria, NMPT, Panambur, Mangalore, for a period of Two (02) Years.**

2.1.2 Introduction:

The Wharf cafeteria at New Mangalore Port Trust, Panambur, Mangalore is situated at wharf area of New Mangalore Port Trust, Panambur, Mangalore, Karnataka. The expected customer for Cafeteria is around 500 including NMPT employees /workman /contract Labour in the wharf area. The Wharf Cafeteria of NMPT arranging refreshments, breakfast, lunch and dinner to the employees,labourers and visitors from 6-00 AM to 10-00 PM throughout the year including Sundays and General Holidays. Also Counter service (Outlet) required at Oil Jetty from 9-00 am to 5-00 PM for daily breakfast / refreshments for around 50 employees.

2.1.3 Facilities Provided by NMPT

- 2.1.3.1 NMPT has exclusive space and Infrastructure including electrical fixtures and furniture to provide canteen services along with kitchen and dining facilities to around 65 persons.
- 2.1.3.2 NMPT will provide Electricity and water facilities with water purifier at free of cost.
- 2.1.3.3 NMPT will make arrangements for all maintenance work related to Civil Engineering, Electrical Engineering.
- 2.1.3.4 The Contractor/Service provider will be responsible for maintaining all the equipment supplied by NMPT in the Kitchen which includes aqua guard, water cooler fridge, boilers etc in good working conditions throughout the contract period.
- 2.1.3.6 Raw materials, food articles, cooking fuel / gas cylinder, cleaning/washing materials/tools/ crockery/cutlery, utensils and manpower shall have to be arranged by the Contractor/Service provider at his/their own cost.

2.1 **TENDER SUBMISSION:**

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) Bid Security Declaration – As per **Annexure-4** shall be uploaded along with the Technical Bid. Failure in submission of Bid Security declaration will render the Bidders disqualified, except in the case as per clause No 2.2.1 (m) below.
- b) Tender Fee for Rs.560.00 (Rupees Five Hundred and Sixty only) NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (m) below
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPT if any.
- e) Particulars of Bidder as per **Annexure –1**.
- f) Copies of annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years as per **Annexure-2**
- g) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, **duly certified by Statutory Auditor** shall be submitted as per **Annexure-3**.
- h) Tender Form as per **Annexure- 5**.
- i) Form of Declaration – **Annexure-8**
- j) Format for Power of Attorney: - **Annexure -9**
- k) Bank Details of the Bidder for E-Payment - **Annexure-10**.
- l) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- m) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing notarized supporting certificates along with Technical Bid.
- n) Dispute review Board – **Annexure 11**
- o) Details of ongoing contracts at NMPT – **Annexure 12**
- p) Undertaking on indemnification – **Annexure 13**
- q) Pre Contract Integrity Pact – **Annexure 14**

2.2.2 **Bids shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. 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. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 **ELIGIBLE BIDDER:-**

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -2, 3&5.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 **MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)**

2.4.1 The Bidder should have an average Annual financial turnover of **Rs.21.5** Lakhs for the last 3 financial years 2017-2018, 2018-2019 & 2019-2020.

- Note:-**
- 1. Documentary evidence duly self attested viz – auditor’s certificates / balance sheet/latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.
 - 2. If the bidder is already having ongoing contracts in NMPT, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2020. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.
{Eg: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/- (Rupees Ten lakhs only). If the contractor declares total ongoing

works at NMPT of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure-12, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/-(Rupees Six lakhs only) }

2.4.2 The bidder/firm should have experience of at least 02 years in providing similar works at least one Canteen/Mess Services in any Major Port Trust, PSUs, autonomous bodies/departments, under the Central Government or State Government, Educational Institutions including schools & colleges/Private Institutions of repute or any reputed company or organization during last 7(seven) years ending last day of month previous to the one in which tender are invited.

2.4.2.1 **“Similar works”** means Providing Canteen / Mess Services in any Major Port Trust, PSUs, autonomous bodies/departments, under the Central Government or State Government, Educational Institutions including schools & colleges/Private Institutions of repute or any reputed company or organization.

2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.2.1 The bidder has to submit the details of payments received for the works executed in **Annexure -3** in full, duly signed and sealed by the statutory auditor with the UDIN number. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

2.4.2.2.2 Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at **Annexure-3**. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at **Annexure-3**, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per **Annexure-3**. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

Note: The BOQ & scope of work supporting the LOA/work order/agreements should have Clients endorsement.

2.4.2.2.3 The works declared by the bidder in **Annexure-3** only shall be considered for technical qualification of the bidders. **LOA/Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation, even if**

they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.

2.4.2.2.4 The Bidder shall have valid license under the Shops and Establishment Act, valid license of Food Safety and Standards Authority of India (FSSAI)/Safe Quality Food (SQF), GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Trust duly informing the MSME authorities if applicable, if they have :

2.4.3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Trust or financial failures etc.

Note: LAST DATE FOR SUBMISSION OF TENDER : NMPT may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 RATES TO BE INCLUDED FOR ALL DEPLOYMENT EXPENSES

2.5.1 The contractor may visit the Wharf Cafeteria, NMPT before quoting. The Bidder should quote the rate by taking into consideration all expenses related to the work in the price bid format (Part III).

2.5.2 All expenses towards Providing Cafeteria like deployment of manpower, uniforms, Utensils, Housekeeping materials/tools/equipment, safety measures etc. shall be borne by the Bidder.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.6.1 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.

2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.7 ONE BID PER BIDDER

2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.7.2.1 Have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
- 2.7.2.2 Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work 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.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 BID SECURITY DECLARATION

- 2.9.1 The Bidder is required to submit the Bid security declaration(Annexure-4) .The tender not accompanied with Bid security declaration shall be summarily rejected, except in the case as per clause No 2.2.1 (m).
- 2.9.2 In the event of levy/forfeitureof the Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.3 The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port trust duly informing the MSME authorities if applicable , if
- 2.9.3.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.9.3.2 the successful Bidder fails within the specified time limit to
 - 2.9.3.2.1 Sign the Agreement AND / OR furnish the required Performance security.
 - 2.9.3.2.2 Fail to commence the work on the specified date as per LOA/Work order.
 - 2.9.3.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
 - 2.9.3.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
 - 2.9.3.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10 TENDER VALIDITY:The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPT reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPT. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

- 2.11.1 At any time, prior to the last date for submission of tenders, NMPT reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.11.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPT 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 submit the same along with his Tender duly signed and sealed in all pages.

2.12 LANGUAGE OF TENDER :

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPT shall be written in the *English language*. 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.

2.13 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 disqualification of the bidder as per clause 2.9 of Tender Document.

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES:

Pre-bid queries shall be uploaded online through CPP portal on or before 03/05/2021 at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Trust's shall be uploaded on NMPT/ CPP websites.

2.16 TENDER OPENING AND EVALUATION:

2.16.1 **OPENING OF TECHNICAL BID:** Technical bids of the Tender, received up to closingtime on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 &2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid Security Declaration & Tender fee and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.

- 2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.16.2.4 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 Trust 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.
- 2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. 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.
- 2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 **OPENING OF PRICE BID:**

- 2.16.3.1 Tenders, which are found to be in conformity with NMPT's Tender requirement, shall be considered for opening of Price Bid.
- 2.16.3.2 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.
- 2.16.3.3 The Bidders has to quote the rate for the subject work in PARTIII.
- 2.16.3.4 The evaluation shall be done on the basis of **lowest value (L1)** quoted for the total amount. The GST element if any will **not be considered** for comparison.
- 2.16.3.5 The Bidder whose bid is accepted by the Port Trust, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Trust as in the Annexure -6 of Tender Document, and within 15 days thereafter the Contract agreement shall be signed between the Port Trust and the successful Bidder.
- 2.16.3.6 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- 2.16.3.7 The price Bid with any counter conditions will be summarily rejected.
- 2.16.3.8 The L1 will be decided on the basis of lowest rate of Grand total quoted for menu charges as per BOQ. The bidder should quote the rate not more than the maximum fixed rates as mentioned in the BOQ (Part III). In case any bidder is quoting higher amount than the maximum fixed rates, the rate will be restricted to maximum fixed rates as mentioned in the BOQ (Part III) and accordingly grand total will be calculated to decide L1.

2.17 AWARD OF CONTRACT

2.17.1 Award Criteria

The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No 2.4.

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPT does not bind the bidders to accept the lowest offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.19.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20

2.19.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure-6 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Trust and the successful Bidder within 30 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of notarized copies of agreement at his own cost.

2.20 PERFORMANCE SECURITY for a sum equivalent to 03% of the total contract value plus GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall also be encashable at Mangalore branch. The Bank Guarantee shall be kept valid for the total contract period of two years plus Six Months claim Period. Thereafter, the total of 03% of Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 2.9 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period.

Note:-1. The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

2.21.1 defines, for the purpose of these provisions, the terms set forth below as follows:

2.21.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.21.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT

The Contract shall be governed by the Indian Contract Act and All Applicable Indian Laws.

2.23 SETTLEMENT OF DISPUTES:

2.23.1 AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:

2.23.1.1 Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Officer, the matter in dispute shall in the first place, be referred in writing to the Officer i/c and an

attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

2.23.1.2 If the Contractor believes that a decision taken by the Secretary or his Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Secretary or Secretary's Representative decision.

2.23.1.3 Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Secretary unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board or an arbitral award. The Dispute Review Board(DR Board) will be constituted after award of Contract and execution of Agreement and after the attempt under Clause No.2.23.1.1 has been exhausted.In case of any disputes or differences between the parties hereto, the court at Mangalore shall alone have jurisdiction to entertain the suit/arbitration award.

2.24 Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

(Girish P. Naik)
Secretary

3.0 GENERAL TERMS AND CONDITIONS:

3.1 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:

- 3.1.1 "Employer"** means Board of Trustees of New Mangalore Port, a major port under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Secretary or any other officers so nominated by the Board.
- 3.1.2 "Contractor/Service Provider"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor 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, including G.S.T. to be paid to state or central Government.
- 3.1.5 "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.
- 3.1.6 "Work" or "Works"** shall mean providing canteen/Mess services at Wharf Cafeteria by the contractor under the contract.
- 3.1.7** The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which Wharf Cafeteria is situated.
- 3.1.8** The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 "Approved" or "Approval"** shall mean approval in writing.
- 3.1.10 "Month"** shall mean English Calendar Month.
- 3.1.11 "Officer-in-charge/representative"** shall mean Secretary or any officer authorized by Secretary for purpose of this contract.
- 3.1.12 "L1"** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.13 Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

3.1.14 “Procurement entity” means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 USE OF CONTRACT DOCUMENT:

3.2.1 The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.2.2 Contract Document: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3.3 PAYMENT TERMS:

3.3.1 The NMPT will not make any payment to the Contractor,

3.3.2 Any claim will not be entertained by the NMPT 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 NMPT. Further no interest will be paid on Performance Security amount.

3.4 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc.

3.5 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the OIC or his representative.

3.6 PERSONNEL: The contractor shall deploy adequate numbers of workers/staff to run the Cafeteria. The contractor shall pay wages/allowances to the deployed staffs. NMPT shall not be liable/responsible for making any payments to the staff engaged by the contractor. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the OIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the OIC in good condition after the completion of the Contract period.

3.7 PAYMENT OF WAGES:

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings and minimum wages applicable to the worker employed for Employment of Sweeping and Cleaning which comes under Area 'B'. 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 deployed staff will be paid wages on actual working day basis.

If the workers are engaged at the discretion of the Contractor, for more than one shift, they shall be paid overtime as applicable at contractor expense and on National & Festival holidays, if the staffs are deployed for performing duties, they will be paid overtime allowance at double the proportionate hourly wages (Double OT i.e., Wages for paid holiday and Single Overtime allowance) for the duty performed on such days, as per applicable rules.

3.7.1 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off). Reliever shall be deployed on the weekly off days for the respective staffs.

3.7.2 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 to OIC or his authorized representative if required.

3.7.3 Wages, OT etc. paid shall be entered in personnel register

3.7.4 **The minimum wages per day applicable as on 01.10.2020 as per Minimum Wages Act, 1948 are**

(a) Skilled	Rs.707/-
(b) Semi-skilled	Rs.603/-
(c) Unskilled	Rs. 534/-
(d) Sweeping and cleaning	Rs.534/-

3.8 WELFARE MEASURES - EPF, ESI etc:

3.8.1 All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".

3.8.2 All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".

3.8.3 The EPF & ESI contribution of the employees and immediate employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor.

3.8.4 The documentary evidence related to the payment of EPF, ESI shall be submitted to NMPT for ensuring that the contractor has fulfill all the statutory obligations. 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 NMPT.

3.9 The Contractor shall be accountable for all losses occurring during the contract period due to negligence by his staff.

3.10 The Employer (NMPT) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

3.11 TERMINATION OF THE CONTRACT

3.11.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPT (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPT to terminate this contract by giving not less than Ninety (90)days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPT shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPT shall be entitled to:

3.11.1.1 forfeit the Performance Guarantee as it may consider fit;

3.11.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPT is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPT in getting the work done and damages which NMPT may sustain as a consequence of such action.

3.11.2 If the extra expenditure incurred by NMPT on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited. The contractor shall have no claim whatsoever against NMPT, in consequence on such recoveries or termination of the contract, as stated above.

3.11.3 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPT will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3.11.4 Further, NMPT reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of Thirty (30) days. The contractor shall not have right of any claim on NMPT on account of such termination.

3.12 DEBARRING OF BUSINESS DEALINGS

- 3.12.1 In the event of premature termination of contract in terms of provisions of clause 3.11 above, NMPT shall also be entitled to **debar** the contractor for participation in future tenders of NMPT for a period of Two (02) Years duly intimating MSME if applicable.
- 3.12.2 Further, in case if it comes to the notice of NMPT that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPT at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years duly intimating MSME if applicable.

3.13 POLICE VERIFICATION

- 3.13.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. 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. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

3.14 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the port for any accidents/incidents while carrying out the contract.

3.15 MEDICAL

- 3.15.1 The Contractor should have to provide medical report of all the staffs who will be deployed at Wharf Cafeteria
- 3.15.2 The contractor should submit a medical certificate on yearly basis that all his/her employees handling food are not having any contagious diseases.

3.16 INSURANCE

The Contractor shall effect and maintain the following policies at no cost to NMPT, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;

- a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
- b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.

- c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.17 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPT is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Trust and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPT against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

3.18 PERSONAL PROTECTIVE EQUIPMENTS

The Contractor shall be solely responsible, at his own cost, for the supply of required **Personal Protective Equipments (PPE)** to his workers and staff.

CONDUCT

The Contractor, 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 Cafeteria and for the preservation of peace and protection of persons and property at the Cafeteria as well as in the neighborhood of the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

3.19 ACCIDENT

- 3.19.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the OIC.
- 3.19.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

3.20 RECORD OF ATTENDANCE

Maintaining the Attendance Register for the staff in the prescribed format. The monthly attendance report of the deployed staff shall be submitted by the Contractor to Officer i/c.

3.21 IDENTITY CARD

The Contractor shall issue Identity Cards bearing photographs to their deployed staff. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

3.22 SUB-CONTRACTING

The Contractor shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

3.23 FORCE MAJEURE:

Notwithstanding anything in this agreement to the contrary neither the NMPT nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time of 10 days from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

(Girish P. Naik)
Secretary

4.0 SPECIAL CONDITIONS OF CONTRACT(SCC):

4.1 PERIOD OF CONTRACT :

The contractor shall carry out the work for a period of two (2) years from the date mentioned in the work order and same may be extended for a further period of one more year as mutually agreed under the same rates, Terms and Conditions.

4.2 Addition& Alteration–

To take care of any change in the requirement during the period starting from issue of Work order/LOA till completion of the contract, NMPT/Canteen Mess Committee reserves the right to increase or decrease the Menu items and Rates without any change in the terms & conditions of the contract.

4.3 **Precautions to be Taken:** It will be entirely the contractor's responsibility to provide personal protective equipment to his staff and labour force, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

4.4 **Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. In case entry pass is required for the vehicle, the vehicle shall be fitted with spark arrestors.

4.5 Major Port Trust Act - 1963, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.

4.6 No accommodation / transport facility will be provided by the port to the workmen. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPT rules.

4.7 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act etc. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPT 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 Officer In-charge (OIC) or his representative immediately after commencement of the work.

- 4.8 The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Trust on this work, the Port Trust 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.
- 4.9 The Contractor shall indemnify the Port Trust for any claim made towards statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., ESI etc.
- 4.10 If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the Officer In-charge (OIC) or his representative.
- 4.11 **PENALTY:**

4.11.1 The Contractor will be penalized on following accounts;

4.11.1.1 A penalty will be imposed on the Contractor/Service provider for every occasion of default. The amount will be recovered from the Contractor/Service provider. This will be in addition to any other action that Management may decide in the event of default in terms of the contract conditions. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Trust, in addition to any other action to be taken under the contract conditions. The description of poor services and corresponding penalty are as follows:

1	Refusal to perform the duty assigned	Rs. 2,000.00
2	Not maintaining the Cafeteria in presentable condition	Rs. 2,000.00
3	Allowing unauthorized persons to stay in the Cafeteria	Rs.10,000.00
4	Lending NMPT assets to any outsider	Rs. 5,000.00
5	Misbehaving of Contractor/Service provider's personnel with employees etc.,	Rs. 1,000.00
6	Misuse of telephones and other facilities	Rs. 500.00
7	Unauthorized leaving the Cafeteria	Rs. 2,000.00
8	Delay in carrying out the assignment	Rs. 1,000.00
9	Damages caused to NMPT assets misappropriating the money entrusted to your personnel	Rs. 5,000.00
10	Intercepting the belongings of the occupants in their absence and pilfering or stealing goods etc.	Rs. 2,500.00
11	Any other issue/shortcomings other than the above reported by the NMPT representatives	Decided by NMPT considering the gravity of the issue.

Note: The personnel posted at the NMPT Cafeteria by the Contractor/Service provider if found committing any misappropriation/mistake should be replaced immediately on instructions of NMPT representative. The decision of the

NMPT representative will be final with respect to the extent of penalties being levied.

- 4.11.1.2 In case of theft /damage to NMPT assets within the assigned working premises, on account of any negligence of duty by the staff/manpower, the Contractor/Service provider shall be penalized for a sum of amount as assessed by NMPT for said theft/damage.
 - 4.11.1.3 In the event of unsatisfactory services rendered by the Contractor/Service provider, the contract may be cancelled by the NMPT. Monetary fine as penalty @ Rs. 1000/- per day will be imposed for every default during the period of contract. If the services do not improve within 03 working days, a monetary fine as penalty of Rs. 5,000/- per day will be imposed for the defaults and this will have to be paid by the Contractor/Service provider within a week on receipt of communication from the NMPT, failing which it will be adjusted against the Performance Security.
 - 4.11.1.4 The raw materials used for cooking can be checked by the NMPT Canteen/Mess Committee at any time and if substandard/unauthorized materials are found, the Contractor/Service provider will be penalized at the discretion of NMPT and Contractor/Service provider will have to abide by it. The penalty will include at least Rs.5,000/- per occasion in case if it is found using sub-standard material.
 - 4.11.1.5 The contractor should give an undertaking that if any complaint is received under sexual harassment of women at work place against the contract employee or worker then immediately that contract employee or worker should not be permitted to enter NMPT premises other than to attend Internal Complaints Committee (ICC) inquiries. In case, if the contract employee is found guilty during the inquiry of ICC, he or she must be dismissed from the service. If not done within a month of submission of final report of ICC, then the contractor shall be debarred/blacklisted and terminated from the services and cannot participate in future tenders for a period of 3 years. Also the contractor has to pay a fine of Rs. 1,00,000.00 (Rupees One lakh only) to NMPT.
- 4.12 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Contractor and no representation will be entertained in this regard by NMPT.
- 4.13 The person deployed by the Contractor shall not have any claim against NMPT or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.

- 4.14 The Contractor shall be contactable at all times and message sent by email/Fax/Special Messenger from the NMPT to the Contractor shall be acknowledged immediately on receipt on the same day.
- 4.15 The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
- 4.16 The Contractor would be responsible for the leave record of the personal engaged by the agency.
- 4.17 The Contractor will supply the list of Personnel to be deployed with full particulars such as age, qualification, address, etc. before the commencement of the Agreement.
- 4.18 The Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 4.19 In case NMPT in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NMPT and upon so being notified by NMPT, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NMPT.
- 4.20 It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.
- 4.21 The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 4.22 The Contractor agrees to indemnify NMPT against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- 4.23 The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The NMPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc., of the contractor's employees performing duties under this contract.
- 4.24 The Contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the NMPT shall not be a party to any dispute arising out of such deployment by the Contractor.
- 4.25 The manpower deployed by the Contractor under this contract shall be the employee of the Contractor and in no circumstance shall ever have any claim of employment with the New Mangalore Port Trust.
- 4.26 **Uniform-**
- 4.26.1 The contractor/Service provider should provide suitable uniforms, head caps, aprons, hand gloves, shoes etc to the deployed staff for canteen/mess services. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees and ensure that these personnel report for duty in clean uniforms. The colour and texture of the cloth will be decided mutually.

4.26.2 The contractor/Service provider shall ensure that their personnel wear Uniforms and IdentityCards provided by the Service Provider in such a way that it is prominently displayedand visible so that any person can identify the individual representing the ServiceProvider.

4.26.3 The Service Provider shall ensure the following dress code:

4.26.3.1 Cooking personnel should wear aprons and head (hair) cap and hand gloves

4.26.3.2 Servicing personnel should wear aprons, caps and hand gloves

4.26.3.3 The Service Provider shall ensure that the canteen and catering personnel shouldhave undergone proper training on all canteen and catering related issues andshould be decent and well behaved.

4.27 Registers and other Records to be maintained

The Registers and Records that will be maintained by Contractor are as follows:

- (i) Register of persons Employed / deployed.
- (ii) Service Certificate to be issued to every workmen on termination of employment for any reason.
- (iii) Form of Register of Wages cum Muster Roll.
- (iv) Proof of Wages paid to each employee, in the form of copy of Bank AccountStatement.
- (v) An attendance register shall be maintained by the Contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in NMPT.
- (vi) The Contractor shall maintain all statutory Registers under the applicable laws. The Contractor shall produce the same, on demand, to the concerned authority of NMPT or any other authority under law.

4.28 **Warning Clause-** In case any complaint is received from users, thefollowing penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- (a) First Complaint - Verbal Warning.
- (b) Second & Third Complaint - Written Warning/Show Cause Notice.
- (c) Fourth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.

4.29 **Indemnity by Contractor/contractor**

Contractor shall provide indemnity as under:-Contractor hereby agrees and undertakes to indemnify, keep indemnified, defended and hold harmless the NMPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any its personnel. Contractor hereby further agrees and undertake to indemnify and keep indemnified against any order passed by any executive, quasi-judicial or judicial authority where in the NMPT is compelled to obey the order which arise due to breach of contract by Contractor/contractor

4.30 Contractor's staffs shall not claim any type of compensation/Absorption/Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor. Further, the contractor shall ensure that, the deployed staffs are not affiliated to any unions etc.

4.31 The contractor shall keep a complaint/ suggestion book at a pre-designated place to record complaint/ suggestion on services rendered by the contractor and such complaint shall be taken note of and acted upon immediately as required to the satisfaction of the New Mangalore Port Trust.

4.32 Misuse of electricity, water, telephone facility, furniture, fixtures & electric appliances shall be considered as a breach of contract and the successful. The contractor/service provider shall be liable to make good the same apart from any other action that may be taken under the contract.

4.33 Statutory requirements: The contractor shall comply with the provisions of all Labour Legislation's of Central and State enactment and any bye-laws, rules, order or notification of any Government, Municipal or local authority for the time being in force affecting the work undertaken by him. The contractor will keep the NMPT indemnified against all claims, penalties, losses that may be incurred by reasons of any breach of the contract statute, bye laws, rules, regulations, notifications, etc.

4.34 The employees must have high order of discipline and required skills/expertise in extending canteen services of top order and any employee/s found by the Secretary, NMPT as incompetent shall be removed by the contractor from the cafeteria within 24 hours.

4.35 On expiry of contract or in event of termination, the contractor shall ensure that employees deployed by him are withdrawn immediately from the Wharf Cafeteria, NMPT. It shall be explicitly understood that none of the employees of the contractor will have any right against the NMPT during or after termination/expiry of this contract as it is the fundamental basis of the contractor only and not of the New Mangalore Port Trust.

4.36 Any theft or damages caused to the Port property under the contract due to negligence of the successful contractor/service provider shall be borne by the successful contractor/service provider.

- Appropriate amount of penalty after due consideration and hearing will be imposed by New Mangalore Port Trust. Chairman, NMPT's decision in this regard shall be binding on the contractor.
- 4.37 The employees of the successful contractor/service provider shall maintain strict discipline and not use any violent, obscene or offensive language while inside the premises. In the case of misbehavior, New Mangalore Port Trust has the right to take action as deemed fit.
- 4.38 The Contractor will be held responsible for the complaints of the staffs in respect of unsatisfactory maintenance of Cafeteria. A penalty will be imposed as stipulated in the clause No.4.11 above for every default. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Trust, in addition to any other action to be taken under the contract conditions.
- 4.39 Gas Cylinder (Commercial), Refilling will be arranged and borne by the contractor for continuing the canteen services throughout contract.
- 4.40 The rates quoted in this bid shall be for the items to be supplied at NMPT Wharf Cafeteria (Canteen), The Firm/Agency/Bidder shall not be allowed to reduce the items required from the canteen without prior written permission from NMPT. Failure to supply any item at the indicated cost shall be considered a breach of contract and invite action.
- 4.41 The Firm/Agency/Bidder shall use recyclable /reusable plates & cups to avoid usage of plastic.
- 4.42 Items to be sold in Canteen as per approved list only and packaged goods should not be sold more than MRP.
- 4.43 The Canteen shall remain open from 6:00 A.M. to 10:00 P.M. in all days including Sundays and General Holidays. However, depending on the exigencies, the Firm/Agency/Bidder may be required to keep the Canteen open or close as per requirement of NMPT.
- 4.44 The Contractor/Service Provider will occupy the space earmarked for canteen and kitchen and shall not occupy the adjacent verandas and open space.
- 4.45 The Contractor/Service Provider will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The Firm/Agency/Bidder will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the Firm/Agency/Bidder to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The Firm/Agency/Bidder will also ensure that no used utensils viz Cups, plates are lying in the NMPT campus and these should be removed immediately and frequently.
- 4.46 The Contractor/Service Provider shall ensure daily removal of canteen garbage such as food waste, cooking oil, should be disposal from the canteen premises as per Central Pollution Control Board.
- 4.47 The Contractor/Service Provider will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.

- 4.48 The Contractor/Service Provider will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
- 4.49 The Contractor/Service Provider will be required to display the Menu and rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen.
- 4.50 The Contractor/Service Provider should have sufficient equipment & crockery and other items normally required to cater to at least 100 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
- 4.51 The Contractor/Service Provider should take all safety measures (including fire) while running canteen. He will keep a First- Aid box for the persons deployed to work in canteen.
- 4.52 The Contractor/Service Provider shall not deploy minor / child labour for the Canteen work.
- 4.53 The rates for different items shall be as per the list enclosed. The contractor if intends to serve eatables not specified in the enclosed list, the same must be with the approval of rates by the Canteen/Mess committee / NMPT authorities.
- 4.54 The NMPT Canteen/Mess Committee member(s) may inspect the preparation of food and quality etc. on time to time.
- 4.55 No responsibility will be taken by the NMPT for credit sales to staff, employees and others, losses or pilferage.
- 4.56 Refilling of gas cylinders including the maintenance of burners shall be the responsibility of the Firm/Agency/Bidder. On termination of the contract, the Contractor shall return to NMPT items along with the canteen Furniture / Fixtures / Equipment etc. provided by NMPT to Contractor.
- 4.57 The Contractor/Service Provider shall not use the canteen premises for any other activity except for the purpose for which it has been provided.
- 4.58 The Contractor/Service Provider shall also provide various kinds of beverages, snacks and eateries in the canteen at such price/quotes as approved by the Canteen/Mess Committee from time to time. In case of failure, all these items would be served on contractor's account and at his risk by making alternative arrangements, which may please be noted.
- 4.59 The Canteen services should capture innovative variety and balanced nutrition both for vegetarians and non-vegetarians. Requirement of Canteen services include: (a) Breakfast, Lunch and afternoon snacks with tea/coffee for employees.
- 4.60 The Contractor/Service Provider will maintain daily served menu list in proper register and may be certified daily by canteen/Mess committee member authorised for the purpose.
- 4.61 NMPT shall not provide any consumable or non-consumable items including raw materials at the canteen. The Contractor shall also responsible to take care of NMPT assets and any other appliances provided during the contract period. If any fault identified in any appliances shall be reported to the

- concerned Engineer/ contractor immediately for putting them in order. On termination of agreement, the Contractor/Service Provider will hand over all such equipment / articles in good working condition back to NMPT.
- 4.62 The Contractor/Service Provider shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the NMPT premises, if anyone is found indulging in these activities; the person shall be asked to leave the campus immediately and the Contractor/Service Provider shall be liable to lose the contract for breach of this condition.
- 4.63 The Contractor/Service Provider shall ensure that either he himself or one of his responsible supervisors remains present during breakfast/lunch/tea/snacks services to the employees.
- 4.64 The Contractor/Service Provider shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteen/mess services, in addition to what is provided by NMPT.
- 4.65 The Contractor/Service Provider shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the NMPT immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 4.66 The Contractor/Service Provider shall not keep the canteen closed without prior permission from the NMPT authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NMPT, as it may deem fit.
- 4.67 The Contractor/Service Provider shall provide adequate numbers of worker/staff to facilitate serving of Tea/Drinks/Refreshments to employees.
- 4.68 The Contractor/Service Provider be responsible for any breakage/damage by his employees in the process of work and in such an event, the amount as determined by NMPT will be recovered from the contractor.
- 4.69 No item will be taken out of the Cafeteria without prior written permission of the Secretary of New Mangalore Port Trust.
- 4.70 The Contractor/Service Provider has full control and supervision of the Cafeteria. NMPT has no right to interference in the control and supervision except for ensuring the quality, quantity hygiene of food items and for ensuring the compliance of other terms and conditions.
- 4.71 The Contractor/Service Provider shall carry out periodical pest control in dining hall, kitchen area, and other areas of cafeteria to control the menace of bed bugs and breeding of small insects / mosquitoes etc., at least once in every quarter and other wise as and when required, at his own cost. Report in this regard has to be furnished in the first week of the following month after every quarter.
- 4.72 Floors of the rooms and corridor/wings, surroundings of cafeteria will be cleaned daily with reputed brand detergent/phenyl (harmless WHO certified chemicals) and also Bathrooms and

Toilets should be kept clean at all times. The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning.

- 4.73 The Contractor is responsible for providing the accommodation facility to their deployed manpower. No facility for accommodation is provided by NMPT. Accommodation may be provided on request basis from the Contractor at NMPT Quarters on monthly market rent fixed by NMPT subject to availability. The Contractor is responsible for payment of rent and other charges i.e Electricity bill, Water charges etc.
- 4.74 Compliance of Labour Law - The contractor shall fulfill all obligations under various labour laws in force as amended from time to time regarding deployment of contract workers in respect of the services provided under this contract.
- 4.75 The authorized New Mangalore Port Trust Officers shall have uninterrupted access to the Wharf Cafeteria at any time with the permission of Chairman / Dy. Chairman / Secretary.
- 4.76 The employees engaged by the contractor will be medically examined by qualified medical practitioner and the expenditure towards the same shall be borne by the contractor.

(Girish P. Naik)
Secretary

5.0 SCOPE OF WORK

5.1 The scope of work includes contract for **“Providing Canteen/Mess Services at Wharf Cafeteria,NMPT,Panambur,Mangalore, for a period of Two (02) Years”**.

- 5.1.1 The Contractor/Service provider shall be required to provide canteen/mess services at Wharf Cafeteria, NMPT in two shifts i.e.serving of Tea/Coffee, Breakfast, Lunch Evening Snacks and Dinner.
- 5.1.2 The Contractor/Service provider shall be required to provide Counter service at Oil Jetty from 9-00 am to 5-00 PM for serving of Tea/Coffee, Breakfast, Lunch Evening Snacks and shall be handled entirely by contractor's staff. Space shall be identified and informed to the successful bidder after award of contract.
- 5.1.3 To provide canteen/mess services at Wharf Cafeteria, NMPT, the department is providing facilities to the service provider and service provider has to supply the items in nominal rates. The employees will avail the canteen/mess services as per approved rate through cash only and NMPT will not make any payment to the contractor/service provider to run the canteen/mess services.
- 5.1.4 The contractor shall pay wages/allowances to the personnel engaged by him as per statutory requirements. The NMPT shall not be liable/ responsible for making any payments to staff engaged by the contractor during/after completion of the contract.
- 5.1.5 The Contractor/Service provider shall responsible for the following activities in order to provide smooth canteen/mess services. The rates for the canteen services shall include the cost for all activities/responsibilities in the scope of work of the contractor and NMPT of its employees shall not be liable to pay any charges/cost to the contractor other than the payment for canteen services at quoted /finalized rates.
 - 5.1.5.1 The cleaning staff and agents/materials required for the purpose of washing/cleaning/sterilization of plates, spoons, tumblers and all other utensils including crockery's,cutleries etc which are used in cooking, serving and taking food shall be arranged by the contractor/Service provider at their cost and kept in neat and tidy condition.
 - 5.1.5.2 To ensure that the Cafeteria is maintained in a neat, clean and Hygienic condition. Cleaning of Tables/Chairs, Washing/Cleaning of floors, disposals of canteen waste, hygiene/upkeep of the canteen kitchen/dining halls/washing areas on daily basis. The leftover food should be removed immediately after lunch/dinner. The cleaning staff and reagents/materials required for this purpose shall be arranged by the contractor/service provider at their cost.

- 5.1.5.3 All the provisions/materials required for cooking the food and the manpower required for running of canteen/Mess services at NMPT wharf Cafeteria and serving point at Oil Jetty area shall be arranged by the contractor/service provider at their cost.
- 5.1.6 To carry out any other related work to the operation of the Cafeteria, as per the instructions from Secretary, NMPT or an Officer nominated by him.
- 5.1.7 To ensure statutory compliance for providing the canteen and related services as required under the contract.

5.2 Facilities to be provided by the department:

- 5.2.1 The department will provide Canteen Premises, furniture, fixtures, as existing.
- 5.2.2 The contractor will be allowed to use the existing /available kitchen equipments/appliances, utensils and other equipments. Any additional requirement of equipments/utensils for smooth functioning of Canteen, shall be arranged by the contractor in his own cost.
- 5.2.3 The department will provide free water and electricity in the kitchen and dining hall.
- 5.2.4 The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the canteen/kitchen/dining hall. The Service Provider shall ensure proper and optimal utilization of the facilities like water & electricity to be provided by the department without abuse or excess use and shall follow and obey all instructions as shall or may be given by the Authorized Person from time to time.
- 5.2.5 The maintenance and upkeep of the above furniture/ fixtures/ articles/ kitchen equipments/ appliances/installations shall be responsibility of the Service Provider.
- 5.2.6 Bathroom/Toilet at Wharf Cafeteria will be cleaned and moped by the Civil Department under Wharf Maintenance work.

5.3 Quality & Hygiene to be provided by the Contractor:

- 5.3.1 The Contractor/Service provider shall procure all food items to be sold in the canteen of permissible standards, as specified by the Food Safety and Standards Association of India (FSSAI).
- 5.3.2 The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible and disposed off at pre-designated areas only.
- 5.3.3 The food preparation shall be wholesome and shall generally cater to the taste of the employees.
- 5.3.4 The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be recycled for the purpose of cooking again.
- 5.3.5 The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard.
- 5.3.6 Contractor/Service provider shall ensure that only hot food is served to the employees. Complaint, if any, in this regard shall be viewed seriously.

- 5.3.7 Contractor/Service provider shall ensure that sufficient man power is deployed at all times for preparation and serving the food items, maintenance of hygiene and cleanliness in canteen and overall upkeep of Canteen assets and premises.
- 5.3.8 Contractor/Service provider shall ensure that the Cooks and staffs are experienced persons, well knowledgeable in food preparation, snacks preparations, preservation, service, washing and cleaning.
- 5.3.9 Contractor/Service provider should supply the items at the rates fixed on finalization of tender
- 5.3.10 The Approved rate list should also be displayed at NMPT Canteen mandatorily.
- 5.3.11 Contractor/Service provider should provide Raw materials used like tea, milk, curd, coffee, masala, ghee, refined oil, vegetables, food grains, rice, pulses and other eatables like bread, butter, jam, fruits, pickles, juice etc., to be served to the users shall be fresh and good quality of reputed brand as approved by the FSSAI.
- 5.3.12 Contractor/Service provider shall be responsible for purchase of raw materials, cooking of food items and serving to the users at his own cost.
- 5.3.13 Contractor/Service provider shall be responsible to maintain the furniture items, electrical appliances and accessories, kitchen utensils etc., provided by the NMPT in the Wharf Cafeteria.
- 5.3.14 Contractor/Service provider should provide the following new reputed brand items for providing catering services at his / her own cost.
- Kitchen Utensils, Crockery, Cutlery, Serving dish
 - Cooking Pots and Pans, Cookware and Bake ware
 - Food storage /Kitchen storage containers, Food warmer cum Buffet serving set
 - Gas stove with LPG Refills, Gas cylinder, fridge, cold storage, oven, mixer, grinder, rice cooker, pressure cooker, idly steamer etc.
- 5.3.15 Contractor has to provided following minimum staffs as may be required for providing Canteen/Mess services per shift:

Sl. No	Category of worker	Minimum required worker	Minimum Qualification
01	Cooking Staff (Skilled)	2 Nos	Who can prepare hygienic food for Breakfast, Lunch, Dinner and meeting/special meeting/ function etc. with minimum of 2 years experience in the related work
02	Support Staff (Billing/Juice maker/Veg Cutting) (Semi-Skilled)	2 Nos	Having qualification of SSLC having experience of 1 year in the related work
03	Service Staff (including Service point at Oil Jetty) (Un Skilled)	2Nos	Having qualification of SSLC having experience of 1 year in the related work
04	Washing Staff (Sweeping and Cleaning)	1Nos	To ensure very good and regular cleaning and house- keeping services in the Cafeteria.

Additional one Supervisor shall be provided for the overall supervision of the canteen.

5.3.15.1 Duties and Responsibility of Man Power Service:-

5.3.15.1.1 The personnel deployed shall work on shift duties are as follows:

Ist Shift	- 6-00 A.M to 2-00 P.M
IInd Shift	- 2-00 P.M to 10-00 P.M
General Shift	- 8-00 A.M to 05-00P.M

5.3.15.1.2 The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

5.3.15.1.3 The Contractor shall provide a supervisor for control/supervision of the manpower to take instructions from Officer Incharge. No separate payment shall be made to supervisor the supervision charges deemed to be included in the service charges quoted by the bidder.

5.3.15.1.4 The Contractor shall submit the profile of the personnel engaged by them for the contract at least two (2) days prior to the start of contract as indicated in the work order/LOA. The qualification of the staffs deployed shall be as per clause No.5.3.15.

5.3.15.1.5 The Contractor shall ensure smooth operation of the canteen/mess services throughout the contract period by continuously monitoring the staffs deployed.

5.3.15.1.6 Maintaining the Attendance Register for the staff in the prescribed format of NMPT which shall be periodically checked and verified by officer i/c. or his representative.

5.3.15.1.7 Maintaining good liaison and cordial relations with the Port staff

The above scope of work is indicative only. However, if any of the works are missed out, it doesn't absolve the contractor from carrying out the work, as per the scope of work.

(Girish P. Naik)
Secretary

PARTICULARS OF BIDDER:

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

PRE-QUALIFICATION OF BIDDERS

1. FINANCIAL TURNOVER

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

A: Banker's Details:

Name of the Banker In Full	
Address of Banker	Telephone No:
	Fax No:
	Contact Person name:

B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2017-2018, 2018-2019 and 2019-2020

Financial Year	Turnover		
	2017-2018	2018-2019	2019-2020
i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last Three (03) Years must be attached.

Attachments :-

- i) Financial reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.
- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Bidder over the last three Financial years [2017-2018, 2018-2019and 2019-2020]

Signature & Seal of the Bidder

PRE-QUALIFICATION OF BIDDERS

M/s _____ (firms name) CERTIFIED BY STATUTORY
AUDITOR

Name of the Work:“ **PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT, PANAMBUR, MANGALORE, FOR A PERIOD OF TWO (02) YEARS**”.

E- TenderNo:3/1/2020-21(WC)/PLA-2 dated 26/04/2021

Details of payment received for the completed similar work (For similar work, please refer Clause No 2.4.2 of ITB) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST, ESI & PF) (vi)	Name and contact details of the client (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information **given** in this Annexure-3 is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory auditor :

Signature & Seal of the Statutory Auditor

UDIN No:

Ph No :

Email ID :

NOTE:

- The bidder has to submit the details of payments received for the works executed in **Annexure -3** in full, duly signed and sealed by the statutory auditor with the UDIN number. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
- Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating

the date of Completion and completed Contract Value, for the contracts mentioned at **Annexure-3**. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at **Annexure-3**, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per **Annexure-3**. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

Note: The BOQ & scope of work supporting the LOA/work order/agreements should have Clients endorsement.

- c. The works declared by the bidder in **Annexure-3** only shall be considered for technical qualification of the bidders. **LOA/Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**
- d. Additional sheets may be used if necessary.

BID SECURITY DECLARATION FORM

Date: _____ Tender No. _____

To,

The Secretary,
New Mangalore Port Trust,
Panambur, Mangalore – 575 010.

India

Sub: E-tender for “**PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS**”.

I/We. The undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with NMPT for a period of three (3) year from the date of notification if I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. Sign the Agreement AND / OR furnish the required Performance security.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

The Secretary,
New Mangalore Port Trust,
Panambur, Mangalore – 575 010.
India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “**PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS**”. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees/Performance Security to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 30 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the Bid Security declaration as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 30 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Trust duly informing the MSME authorities if applicable.
7. We agree that the payment shall be made direct to us by the Port Trust in Rupees.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF TRUSTEES, NEW MANGLORE PORT TRUST incorporated by Major Port Trust Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”**

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”**.The Contract

Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as ADMIN...../20__..... dated...../...../20__ and contains with.....pages in all.

Signed, sealed and delivered
by _____ for and on behalf of

(Contractor)
COMPANY SEAL

Witness:

- 1.
- 2.

SECRETARY
For and On behalf of the NMPT
(Board)

Witness

- 1.**
- 2.**

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Trustees of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **“PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”** vide Work Order No. _____ (hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the ----- Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /-(Rupees _____) 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 Contractors of any of the terms and conditions of the said Contract.
2. We, _____(Name of the Bank), do hereby undertake to pay Rs. _____ /-(Rupees _____) as 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 the Contractor’s 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 an amount not exceeding Rs. _____ /-(Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding 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 Contractor shall have no claim against us for making such payment.
4. We, _____(Name of the 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 the performance of the said Contract and 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

Secretary/Secretary/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____ /-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/-----/20__.
11. The Bank Guarantee is encashable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----20__

For

(Authorised Signatory/s)
(Name & Code No.)
(For and on behalf of Bank.)

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

“PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”.

Ref: _____

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) I/We have not been black listed/ debarred from any awarded services by any Public Sector Unit / Government Department or any reputed firms.
- (i) I/We have not abandoned or suspended any awarded service of any organisation earlier.
- (j) There is no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted/ debarred by any Govt. Organization or by any other reputed department.
- (k) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

(To be executed on non-judicial Stamp Paper of Rs.200/-)

FORMAT OF POWER OF ATTORNEY (in original)

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

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Firm/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 Partners/Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Partners/Board of Directors, ----- --(name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

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

- a) To represent lawfully the (name of the Firm/Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) 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 Firm/Co.) to the dispute resolution 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 Firm/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 Partners/Board of Directors) in terms of the powers delegated to me by the Partners/Board of Directors of (name of the Firm/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 Firm/Company.

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON
_____ BY

(Name & designation of Attorney)

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	Telephone:
		Mobile:
		Fax:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

DISPUTES REVIEW BOARD AGREEMENT
(To be executed on Rs.100/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this Day of _____ 20____ Between ("the Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board") consisting of One DR Board Members, (Members from either party, i.e. contractor and Employer/ Board)

- (1)
- (2)
- (3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

- 1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
- 2. Except for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Secretary or Secretary's Representative concerning conduct of the Works.

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Secretary or Secretary's Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Secretary or Secretary's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Secretary or Secretary's Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by

- either party to the contract, or the **Secretary or Secretary's Representative**, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the **Secretary or Secretary's Representative**, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;
 - (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the **Secretary or Secretary's Representative**, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the **Secretary or Secretary's Representative**, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
 - 4 The Contractor shall
 - a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities, and secretarial and copying services.
 5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
 6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
 7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
 8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
 9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed
 10. DR Board Site visits :

- a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Secretary or Secretary's **Representative** at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
- b) Site meetings shall consist of an informal discussion of the status of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Secretary or Secretary's **Representative**.
- c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Secretary or Secretary's **Representative**

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the Secretary or Secretary's **Representative**, the objecting party may file a written Notice of Dispute to the other party with a copy to the Secretary or Secretary's **Representative** stating that it is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Secretary or Secretary's **Representative** stating that it is made pursuant to *(insert relevant clause no.)*.
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Secretary or Secretary's **Representative** shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be

given in writing, to the Employer/ Board, the Contractor and the Secretary or Secretary's **Representative** as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Secretary or Secretary's **Representative** and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Secretary or Secretary's **Representative**. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board.

The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

Annexure -12

DETAILS OF ONGOING CONTRACTS AT NMPT WHICH WILL BE VALID BEYOND 01.05.2021

Sl No	Work Order Description	Work Order No. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the Contractor

INDEMNITY BOND

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

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

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

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

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

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

workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the 'BUYER/EMPLOYER' has invited bids for **“PROVIDING CANTEEN/MESS SERVICES AT WHARFCAFETERIA,NMPT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS”** and the BIDDER is submitting his bid for the same and

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

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:

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. 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.

Commitments of BIDDERS

3. 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'.

4. Previous Transgression

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

5. Earnest Money (EMD)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Performance Security, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) RTGS/NEFT in favour of NMPT
- (ii) A confirmed guarantee by an Indian Nationalised 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/Performance Security shall be valid upto a period of _____ 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/Performance Security for the period of its currency.

6.Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security/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.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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. 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 :

Shri Prem Chand Pankaj, Ex-CMD, NEEPCO,
M 402, Pioneer Park,
Sector-61, Golf Course, Extn Road, Gurgaon.

Mobile No. -9717433886

Email: prempankaj@gmail.com

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the ‘BUYER/EMPLOYER’ and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

13. The parties hereby sign this Integrity Pact at _____ on ____/____/2021

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

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

PRICE BID

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: Office of the Secretary, Administration Department, NMPT, Panambur, Mangalore, Karnataka-575010

Name of Work: "PROVIDING CANTEEN/MESS SERVICES AT WHARF CAFETERIA, N.M.PT,PANAMBUR,MANGALORE, FOR A PERIOD OF TWO (02) YEARS".

Contract No: 3/1/2020-21(WC)/PLA-2 dated 26/04/2021

(Tender ID : 2021_NMPT_628115_1)

**Name of the Bidder/
Bidding Firm / Company
:**

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(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 #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	Total Amounts in Words
Sl. No.	Item Description	Item Code/ Make	Quantity per day	Maximum Rates (Including all Taxes) In Rs.	BASIC RATE per quantity in figures to be entered by the Bidder	Total Amount (4X6)	
1	2	3	4	5	6	7	
1	BOQ Particulars						
1.01	1 Cup Tea (100ml)	Item 1	350	Rs.9.00			
1.02	1 Cup Green Tea/Lemon Tea/Black Tea(100ml)	Item 2	50	Rs.9.00			
1.03	1 Cup Coffee(NesCafe/ Bru) (100ml)	Item 3	100	Rs.12.00			
1.04	Milk Plain (200 ml)	Item 4	50	Rs.16.00			
1.05	Milk with Bournvita/Horlicks/Boost etc. (200 ml)	Item 5	25	Rs.20.00			
1.06	Milk with Cornflakes(150 ml +50gm)	Item 6	25	Rs.20.00			
1.07	Butter Milk (200 ml)	Item7	50	Rs.10.00			
1.08	Milk Shake/Fresh Fruit Juice/ (250 ml)	Item8	25	Rs.25.00			
1.09	Bread Toast Slice (2 Nos)	Item9	50	Rs.15.00			

1.10	AlooBonda(100 gm)	Item10	50	Rs.10.00			
1.11	DaalVada(100 gm)	Item11	50	Rs.10.00			
1.12	Chana Vada(100 gm)	Item12	50	Rs.10.00			
1.13	Veg Pakora One plate (100 gm)	Item13	50	Rs.20.00			
1.14	Buns (100gm)	Item14	100	Rs.15.00			
1.15	Grilled Sandwich (2 Big Pcs)	Item15	50	Rs.20.00			
1.16	Poori, Sabji (2 Poori,Sabji)	Item16	75	Rs.30.00			
1.17	One AlooParatha with pickle (One piece 150 gm)	Item17	50	Rs.30.00			
1.18	Chapatti with Curry (2 Chapatti)	Item18	100	Rs.30.00			
1.19	Veg Sandwich	Item19	100	Rs.30.00			
1.20	Veg. cutlet (One piece 100 gm)	Item20	100	Rs.15.00			
1.21	One Bread Pakoda (potato filled 75 Grm)	Item21	100	Rs. 15.00			
1.22	One PaneerPakoda (75 gm)	Item22	75	Rs.20.00			
1.23	Samosa regular (1 Piece 100 gm)	Item23	100	Rs. 15.00			
1.24	Poha/Upma/Sheera (150gms)	Item24	100	Rs.20.00			
1.25	Uppittu Avalakki (150 gm)	Item25	75	Rs.20.00			
1.26	Hesaru Avalakki (150 gm)	Item26	75	Rs.20.00			
1.27	Goli Bajje (5 Pcs)	Item27	100	Rs.18.00			
1.28	Sprouted Moong (100 gm)	Item28	75	Rs.20.00			
1.29	Channa Chat (100 gm)	Item29	75	Rs.20.00			
1.30	Sprouted Channa (100 gm)	Item30	75	Rs.20.00			
1.31	Sprouted and boiled Moong Beans, 150gms	Item31	75	Rs.15.00			
1.32	Boiled Channa Chat, 100 gms	Item32	75	Rs.15.00			
1.33	Veg Pulao, 200gms	Item33	75	Rs.25.00			
1.34	Banana Podi	Item34	100	Rs.15.00			
1.35	Onion Pakoda	Item35	100	Rs.15.00			

1.36	DahiVada (1 Piece 120 grm)	Item36	100	Rs.25.00			
1.37	2 pcs. Idlisambar& Chutney /2 pcs Vadasambar& Chutney	Item37	100	Rs.30.00			
1.38	Plain Dosa	Item38	75	Rs.25.00			
1.39	Masala Dosa	Item39	100	Rs.30.00			
1.40	Spring Roll Dosa (1 Pc)	Item40	50	Rs.40.00			
1.41	Sczehwan Masala Dosa (1 Pc)	Item41	25	Rs.40.00			
1.42	Mysore Masala Dosa (1 Pc)	Item42	50	Rs.35.00			
1.43	Uttappam/Onion Dosa	Item43	50	Rs.30.00			
1.44	Neer Dosa (2 Pcs)	Item44	100	Rs.20.00			
1.45	Ragi Dosa (1 Pc)	Item45	100	Rs.18.00			
1.46	Sev Puri (6Pcs)	Item46	100	Rs.20.00			
1.47	Masala Puri (6 Pcs)	Item47	75	Rs.20.00			
1.48	Bhel Puri (100 gm)	Item48	75	Rs.20.00			
1.49	Dahi Puri (6 Pcs)	Item49	75	Rs.25.00			
1.50	Chinese Bhel (100 gm)	Item50	50	Rs.25.00			
1.51	Misal Pav (2 No)	Item51	50	Rs.20.00			
1.52	Lunch (Veg) Rice (Raw/Boiled), Chapatti /Poori(2Nos), Dal, Vegetable/Sabji, ,Sambar, Rasam, Curd(50gm),Butter milk(60 ml) Papad, Pickle,	Item52	100	Rs.35.00			
1.53	Dinner (Veg) Rice (Raw/Boiled), Chapatti /Poori(2Nos), Dal, Vegetable/Sabji, ,Sambar, Rasam, Curd(50gm),Butter milk(60 ml) Papad, Pickle,	Item53	100	Rs.35.00			
1.54	Mini Meal (veg) [Rice(white/boiled) 150 gms, Rasam, Sambar, Veg Sabji, Pickle, Butter Milk]	Item54	100	Rs.20.00			
1.55	Curd Rice with pickle 250 gm	Item55	75	Rs.35.00			
1.56	Extra Rice (Raw/Boiled) (200 gram)	Item56	40	Rs.10.00			

1.57	Extra Curry/Bhaji(150 gram)	Item57	50	Rs.10.00			
1.58	Veg Pulav (Sona Masuri-Rice) (250 gm)	Item58	75	Rs.35.00			
1.59	Veg /Biryani/Fried Rice (250 gm)	Item59	75	Rs.45.00			
1.60	Pav Bhaji (2 Pav + 150 gram Bhaji)	Item60	100	Rs.40.00			
1.61	Gulab Jamun (2 piece) 150 grams	Item61	50	Rs.30.00			
1.62	Special Lunch (veg) <ul style="list-style-type: none"> • Two Vegetables(One Seasonal Vegetable(200grams) • One Shahi Paneer/Malai Kofta /Mushroom/Paneer Mutter (200 gram)etc. • Daal Fri/Dal Tadka(200grams) • Pullav/Jeera Rice (Basmati) (200grams) • Chapatti/Tandoori, Roti/Nan/Puri (4No.) • Rice(White/Boiled) • Salad • Pappad • Pickle • Raita/Plain Curd/DahiBhalla(100 grams) • Sweetdish 	Item62	10	Rs.120.00			
1.63	One Egg Boiled (1 egg)	Item63	40	Rs.7.00			
1.64	Egg Omelette and two big bread slice / toast (2 eggs)	Item64	50	Rs.35.00			
1.65	Lunch (Non-Veg) Rice(Raw/Boiled), Chapatti (2Nos), Dal, Papad, Pickle, Salad and Chicken/ Fish Curry (150 gm)	Item65	100	Rs.60.00			
1.66	Chicken Curry (2 piece)/Fish Curry (200 gram)	Item66	50	Rs.40.00			
1.67	Chicken Biryani/Fried Rice (300 gram)	Item67	50	Rs.65.00			

1.68	Egg Biryani (300 grms)	Item68	50	Rs.50.00			
Grand Total in figures							
Total Amounts in Words							
	Note: <ol style="list-style-type: none"> 1) The Bidder should quote the rate including GST and other Taxes if any. 2) The L1 will be decided on the basis of lowest rate of Grand Total quoted for menu Charges. 3) The quantities mentioned above are not to be assumed to be fixed it is subject to variation as per demand. 4) If bidder is interested in selling Beverages like Soft drinks/packaged goods should not be sold more than the MRP. 5) The bidder should quote the rate not more than the maximum fixed rates as per column no. '5'. In case any bidder is quoting higher amount than the maximum fixed rates, the maximum fixed rates as per column No. '5' shall be considered. 6) All the bidders shall quote their rates / bids in the Price Bid BoQ only and not in the above rows/columns. Any bidder, who does so, shall be disqualified. 						

Contractor
Signature:

Stamp & Seal:

PART-IV

NMPT BANK DETAILS FOR REMITTING TENDER FEES

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

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

PART- V

CHECK LIST

Tender No: **3/1/2020-21(WC)/PLA-2** Dated:26/04/2021

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	Bid Security Declaration and RTGS receipt of Cost of Tender or supporting document for exemption of EMD & Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Annexure --1-- Particulars of Bidder. b) Annexure --2 -- Financial Turnover of Bidders c) Annexure --3-- Payment receipt details certified by Statutory Auditor d) Annexure --4-- Bid Security Declaration e) Annexure -- 5 -- Tender Form f) Annexure --8-- Format of Declaration g) Annexure --9-- Power of Attorney h) Annexure --10-- Bank information for E-payment i) Annexure --11--Dispute review Board agreement j) Annexure --12--Details of ongoing Contracts at NMPT k) Annexure --13--Undertaking on indemnification l) Annexure --14--Pre Contract Integrity Pact		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			