



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

**TENDER DOCUMENT FOR**  
**“PRODUCING A SHORT CORPORATE FILM FOR NEW**  
**MANGALORE PORT AUTHORITY, PANAMBUR,**  
**MANGALORE, KARNATAKA”**

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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. 1/1/COMM/ TRG/ 2022-23**

**Date: 29/07/2022**

**TITLE OF WORK: TENDER FOR “PRODUCING A SHORT CORPORATE FILM  
FOR NEW MANGALORE PORT AUTHORITY,  
PANAMBUR, MANGALORE”.**

1. Bidder should Enroll Online in the Portal using the option Click Here available in the Home Page for enrollment. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the Bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload time of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be disqualified for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If the Bidders need any clarifications, the same 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> [www.newmangalore-port.com](http://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. Bidder should arrange for the Earnest Money deposit (EMD) 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. The Bidder should read the terms and conditions and accept the same to proceed further to submit the bids. By submitting the bid the bidder acknowledged and accepted all the terms and conditions.
11. 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. 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. 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. 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. The bidder shall submit the bid documents by 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. 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 should be digitally signed using the e-token of the bidder and then submitted.
17. 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. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.  
  
The bidder should see that the bid documents submitted should be free 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.
19. 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.
20. 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).
21. Tender form Fee and Earnest Money deposit (EMD) shall be submitted with the Part I- Technical BID. BID submitted without fees and Earnest Money deposits (EMD), as mentioned above will not be considered for evaluation and shall be rejected summarily.
22. The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
23. The GST applicable shall be shown as separate line items in the Tax invoices to avail input credit to Port.
24. 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 AUTHORITY**

**ADMINISTRATION DEPARTMENT**

**SCHEDULE OF TENDER (SoT)**

**1. NOTICE INVITING TENDER**

**N.I.T. No. 1/1/COMM/ TRG/ 2022-23**

**Date: 29/07/2022**

**TITLE OF WORK: TENDER FOR “PRODUCING A SHORT CORPORATE FILM FOR  
NEW MANGALORE PORT AUTHORITY, PANAMBUR,  
MANGALORE”**

|    |  |  |
|----|--|--|
| 1  | TENDER NO.<br>Tender ID  | <b>1/1/COMM/ TRG/ 2022-23</b> dated <b>29/07/2022</b><br>2022_NMPT__ 1   |
| 2  | MODE OF TENDER   | E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal<br><a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> |
| 3  | Date of NIT available to parties to download   | 01/08/2022 at 15.30 hrs  |
| 4  | Estimated Cost   | <b>Rs.5,60,000.00</b> (Rupees Five Lakh Sixty Thousand only) excluding GST.  |
| 5  | Earnest Money Deposit(EMD)   | <b>Rs.13,216.00</b> (Rupees Thirteen Thousand Two Hundred Sixteen only) inclusive of 18% GST or exemption certificate as per clause No 2.2.1(c) of ITB   |
| 6  | Tender Fees  | <b>Rs. 560.00</b> (Rupees Five Hundred & Sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(c) of ITB   |
| 7  | Date of Starting of e-Tender for submission Bid on line at <a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a> | 01/08/2022 at 16.00 HRS  |
| 10 | Date of closing of e-Tender for submission of Bid.   | 10/08/2022 at 15.00 HRS  |
| 11 | Date & Time of opening of Technical Bid.   | 11/08/2022 at 16.00 HRS  |
| 12 | Date & Time of opening of Price Bid  | To be communicated separately  |
| 12 | Duration   | 15 days  |
| 14 | 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 Authority from reputed & experienced production agency/media houses for “**Producing a short Corporate Film for New Mangalore Port Authority, Panambur, Mangalore**” portraying various facilities, infrastructure & developmental aspects of the Port.

#### 2.1.2 **Introduction:**

This work essentially comprises of producing a short film showcasing various infrastructural aspects of the Port with videography script writing for the film, editing, visual effects, background score & voice etc.

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit (EMD) **Rs.13,216.00** (Rupees Thirteen Thousand Two Hundred Sixteen only) in the form of Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque or Bank Guarantee from a commercial Bank or in online payment in an acceptable form shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below.
- b) TENDER FEE for **Rs.560.00** (Rupees Five Hundred 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 (c) below
- c) 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.
- d) 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.
- e) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- f) The Bidder shall have GST Registration Certificate, PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.

g) The bidder/Agency should be empanelled with Central Bureau of Communication (CBOC) (erstwhile DAVP) and willing to release advertisement at DAVP rates applicable at the time of release of advertisement. Supporting document should be submitted.

h) Particulars of Bidder as per **Annexure –1**.

i) Bank Details of the Bidder for E-Payment - **Annexure-2**.

j) Details of ongoing contracts at NMPA – **Annexure 3**

k) Format for Power of Attorney: - **Annexure -4**

In case of a Company or Partnership Firm, Power of Attorney to be executed on non-judicial Stamp Paper of Rs.100/- and shall be submitted along with the technical bid

**2.2.2 Bid 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 the work 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.

2.2.3 In case if, two or more bidder quote same percentage discount and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidder whose bid are tie, in presence of eligible bidders and Tender Committee members.

### **2.3 ELIGIBLE BIDDER:-**

2.3.1 The invitation for bids is open to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.

2.3.2 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.

2.3.3 Bidders shall not be under any declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.2.



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

2.4.1 The Bidder should have an average Annual financial turnover of **Rs.1.68 Lakhs** for the last three financial years 2018-19, 2019-20 & 2020-21.

**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 NMPA, 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 2021. 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.

{Example: 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 NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in Annexure-7, 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/Agency should have successfully completed **Similar Works** during last 5 (Seven) years as an Agency for producing short Corporate / Documentary Films for Major Ports, PSUs, autonomous bodies/departments, under the Central Government or State Government, or any reputed company or organization.

The Bidders are required to upload the similar completed works which can be any one of the following:

Three similar completed works each costing not less than **Rs 2.24 Lakhs** (excluding GST).

OR

Two similar completed works each costing not less than **Rs. 2.80 Lakhs** (excluding GST)..

OR

One similar completed work costing not less than **Rs. 4.48 Lakhs** (excluding GST).

2.4.2.1 **“Similar Works”** means having produced short corporate films, Ad Films, documentaries etc., including script writing, editing, videography, drone shoot, visual effects, animation, background music etc.

2.4.2.2 The Agency should be able to provide a qualified creative team for undertaking the project for the Port and should demonstrate experience in handling film making projects.

2.4.2.3 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 :-

2.4.2.3.1 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 to be enclosed along with the technical bid. If the bidders does not enclose LOA/work order/agreements & completion certificates along with the Technical bid, their bid 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. 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.

2.4.2.3.2 Only completed work will be considered for qualification. Partly completed works, works-in-progress (ongoing) will not be considered for qualification.

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 Authority duly informing the Ministry of MSME 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 Authority or financial failures etc.

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

## **2.5 AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.5.1 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.

2.5.2 In case of a Company, the tender should be signed by a person holding a valid Power

of Attorney executed in his favor in accordance with the constitution of the Company accompanied by certified copy of the Company's Board Resolution.

## **2.6 ONE BID PER BIDDER**

2.6.1 Each bidder shall submit only one bid. 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.

2.6.2 A Bidder shall not have a conflict of interest. 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

2.6.2.1 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

2.6.2.2 Submit more than one Tender in this Tendering process.

2.6.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.20, at the date of contract award, shall be disqualified.

2.6.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **2.7 BIDDER TO INFORM HIMSELF FULLY**

2.7.1 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.

2.7.2 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 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.

2.7.3 Bidder shall bear all costs associated with the preparation and submission of his

tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **2.8 Earnest Money Deposit(EMD) / Security Deposit (SD) :-**

2.8.1 Bidders should deposit EMD amount of **Rs.13,216.00** (Rupees Thirteen Thousand Two Hundred Sixteen only) in the form of NEFT or Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Bank Guarantee from a commercial Bank in the approved format or in online payment in an acceptable form in favor of FA&CAO, NMPA and proof for the payment details should be attached with the Technical Bid. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packets or two stage bidding, bid securities of unsuccessful bidders during the first stage i.e., technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc. The Bid Security of the successful bidder will be treated as Security Deposit which is refundable, without any interest whatsoever, after the expiry of the contract.

The Bidders who are registered with 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 are exempted from EMD as per gazette notification.

2.8.2 In the event of levy/forfeiture of the EMD/Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.

2.8.3 Including the levy/forfeiture of the EMD/Liquidated damages/Performance Security, 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 Authority duly informing the Ministry of MSME if applicable, if

2.8.3.1 the Bidder withdraws the Bid/ after Bid opening or during the period of Bid Validity;

2.8.3.2 the successful Bidder fails within the specified time limit to

2.8.3.2.1 Fail to commence the work on the specified date as per LOA/Work order.

2.8.3.2.2 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.

2.8.3.2.3 If any information or representation submitted by Bidder is found to be false or incorrect.

2.8.3.2.4 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

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

2.10 **AMENDMENTS:**

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

2.10.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.11 **LANGUAGE OF TENDER :**

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation.

2.12 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.8 of Tender Document.

2.13 **TENDERED CURRENCIES:**

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

2.14 **TENDER OPENING AND EVALUATION:**

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

## 2.14.2 **SCRUTINY AND EVALUATION OF THE TENDER**

- 2.14.2.1 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 Tender fee & EMD 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.
- 2.14.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.14.2.3 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.
- 2.14.2.4 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 Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 2.14.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority 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 other 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.

2.14.2.6 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.

2.14.3 **OPENING OF PRICE BID:**

2.14.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.

2.14.3.2 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.

2.14.3.3 The bidders are advised to offer their best possible discount on rate published by DAVP for empanelled producers under video production of 02 to 05 minutes for the subject work in the price Bid format- PART III. However in case the highest discount rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the highest discount (H1) bidder.

2.14.3.4 The Highest Discount (H1) bidder will be decided upon by the highest discount offer by the particular Bidder.

2.14.3.5 The Bidder, whose bid is accepted by the Port Authority, shall be duly informed in writing.

2.14.3.6 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.

2.14.3.7 The price Bid with any counter conditions will be summarily rejected.

2.15 **AWARD OF WORK**

2.15.1 **Award Criteria**

The employer will award the work to the H1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the Highest Discounted 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.

2.16 **EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL**  
Notwithstanding Clause no 2.16, NMPA 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 of the grounds for employer's action. Further, NMPA does not bind the bidders to accept the lowest offer.

2.17 **NOTIFICATION OF AWARD OF WORK**

2.17.1 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 bidder in consideration of the execution of the work by the bidder as prescribed in the tender (hereinafter and in the contract called the "Tender Price").

2.18 **CORRUPT OR FRAUDULENT PRACTICES**

NMPA 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

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

2.18.1.1 "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

2.18.1.2 "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.

2.18.2 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.

2.18.3 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.

2.19 **THE LAW, WHICH APPLIES TO THE AGREEMENT**

The Agreement shall be governed by the Indian Laws and the settlement of disputes shall be held in Mangalore, Karnataka, India.



2.20 **SETTLEMENT OF DISPUTES:**

2.20.1 **AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:**

In the event of any dispute or disagreement under or in relation to this agreement or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be settled amicably between the parties failing which the dispute will be referred to the Chairman, NMPA whose decision shall be final and binding.

**(Krishna Bapi R.G.)**  
Secretary i/c

### **3. SCOPE OF WORK**

#### **3.1 ESSENTIAL DETAILS OF WORK**

- 3.1.1 The successful bidder shall produce a 02 to 05 minutes Corporate Film for the Port; portraying valuable information on various facilities, infrastructure, achievements, various developmental aspects, etc.
- 3.1.2 Available resources such as data, inputs & theme will be provided by the Port & the agency shall prepare a script which is visually enticing to the viewers. Background score & narration should be enjoyable and fit with the tone & personality of the corporate film.
- 3.1.3 The bidder shall conduct videography /drone shooting of the various facilities, infrastructure, achievements & other developmental aspects using all modern equipment in the Port premises.
- 3.1.4 The bidder shall prepare the script in “English” language & submit the draft script to the Port Authority for final approval. The medium of speech in the corporate video will also be in English language.
- 3.1.5 The video production should be visually pleasing & of high quality meeting the international standards. Appropriate use of modern editing techniques including rendering of text/visuals, multi-layering, compositing, chromo key, special effects etc should be made to make the film visually very rich.
- 3.1.6 The video should be completed & submitted to the Port on or before due date i.e. within 15 days from the date of work order issued.
- 3.1.7 Before finalizing the corporate film the agency shall forward the draft copy for final approval to the Port Authority. Once approved, the video can be considered as a final copy.
- 3.1.8 The bidder shall provide the final master copy in HD format.
- 3.1.9 NMPA will hold the sole copyright of the master video and raw footage produced during the video shoot for the corporate film. The agency shall not use the raw footage elsewhere for any other purposes without seeking approval from the Port.

#### **3.2 General Instructions for Bidders:**

- 3.2.1 The Agency shall provide qualified creative team for undertaking the corporate film project for the Port.
- 3.2.2 If the successful bidder is not from the region, accommodation at Port guest house can be provided on request basis at applicable charges as per availability.
- 3.2.3 The bidder shall provide the detailed list of equipment, team members in advance to the Port for granting security clearance for accessing the operational area & if any statutory approval required locally for usage of certain restricted equipment (like drone).

**(Krishna Bapi R.G.)**  
Secretary i/c

#### **4.0 SPECIAL TERMS & CONDITIONS:**

4.1 NMPA shall not be responsible for any damage or loss caused or arises out of aforesaid action.

4.2 Cancel the tender work if the agency fails to observe the time limit prescribed by NMPA for producing and submitting the final master copy of the corporate video.

4.3 If the Contractor fails to fulfill any of the terms and conditions or the contractor is unable to give satisfactory services, the NMPA shall have the right to immediate terminate the contract. The resultant extra expenditure, if any, incurred by the NMPA shall be made good by the contractor.

4.4 Suspend the project; cancel the contract with the selected party in part or in the whole at any time if in the opinion of NMPA it is necessary in the public interest. The decision of NMPA shall be final and binding in this regard. NMPA shall also not be responsible for any damage or loss caused or arises out of aforesaid action.

4.3 The agency is solely responsible for any sort of legal complications arising due to their negligence, mistakes and consequences arising thereof on the part of the agency. The agency at a later date shall not make any plea of ignorance of relevant law and shall not blame NMPA for any such ignorance n their part.

4.3 The acceptance of the tender shall be communicated to the successful bidder on approval of the competent authority.

4.4 The tender documents shall form the part of the agreement.

#### **4.4 Safety Gears:**

The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the NMPT shall provide the same and recover the cost there of from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

#### **Indemnity:**

Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the progress of the work, the Contractor shall nevertheless be wholly responsible for all damage, whether to the Works themselves or to any other property of NMPT, or to the lives, persons, property of others during the progress of the work.

In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor at his own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all the necessary precautionary measures like displaying notices shall be taken by the Contractor, during installation at site.

#### **4.4 Liquidated Damages-**

In the event of failure on the part of the Contractor to complete the awarded work, for any reason whatsoever, within the stipulated period as mentioned above, 0.5% per week or part of thereof of Total value of the Contract for delayed period as Liquidated Damages subject to a maximum amount of 10% shall be recovered from payments due to the Contractor.

#### **Addition & Alteration-**

To take care of any change in the requirement during the period starting from issue of RFP till completion of contract NMPA reserves the right to change the value/quantity of the required services without any change in the terms & conditions and prices quoted by the successful bidder. After awarding the contract, the value/quantity ordered can be increased or decreased by the NMPA.

#### **4.6 Fall clause –**

The Service Provider shall furnish the following certificate to the Paying Authority along with bill for payment for the services provided – “We certify that there has been no reduction in rates of the services of description identical to the service provided to the Government under the contract herein and such services have not been offered by me/us to any person/organisation including the NMPA or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all Work orders placed during the currency of the Rate Contract at a price lower than the price charged to the NMPA under the contract”.

**(Krishna Bapi R.G.)**  
Secretary i/c

**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/<br>Incorporation: |  |
| 18. | Year of Registration/<br>Incorporation   |  |

Signature & seal of the Bidder

**Bank Information for E-Payment**

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

Signature and seal of the Bidder

**DETAILS OF ONGOING CONTRACTS AT NMPA WHICH WILL BE VALID  
BEYOND 30-07-2022**

| 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

**(To be executed on non-judicial Stamp Paper of Rs.100/-)**

**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, 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 THY 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 “**PRODUCING 05 MINUTES CORPORATE FILM FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE**”. 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
- 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 Partners/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)

Validate

Print

Help

**Item Wise BoQ**

**PART-I**

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

**Name of Work: “PRODUCING 05 MINUTES CORPORATE FILM FOR NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”**

**Contract No: 1/1/COMM/TRG/2022-23 dtd: 29.07.2022**

|   |  |                 |               |   |  |
|---|--|-----------------|---------------|---|--|
| <b>Name of the Bidder/ Bidding Firm / Company :</b>   |  |                 |               |   |  |
| <b><u>PRICE SCHEDULE</u></b>  |  |                 |               |   |  |
| <b>(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)</b> |  |                 |               |   |  |
| <b>NUMBER #</b>   | <b>TEXT #</b>  | <b>TEXT #</b>   | <b>TEXT #</b> | <b>NUMBER #</b>                                     | <b>TEXT #</b>                          |
| <b>Sl. No.</b>  | <b>Item Description</b>  | <b>Quantity</b> | <b>Units</b>  | <b>Rate of Discount in percentage(%) in figures</b> | <b>Discount in Percentage in words</b> |
| <b>1</b>  | <b>2</b>   | <b>3</b>        | <b>4</b>      | <b>5</b>  | <b>6</b>                               |
| <b>1</b>  | <b>BOQ Particulars</b>   |                 |               |   |  |
| 1.01  | Producing 02 to 05 minutes Corporate Film in HD format for NMPA including videography, drone shooting, script writing, editing, animation, background music and voice over | 01              | %             |   | Percent                                |
| <b>Note: -</b>  |  |                 |               |   |  |
| (a) The bidders are advised to offer their best possible discount on Published in the DAVP rate card for the subject work.  |  |                 |               |   |  |
| (b) The Highest Discount (H1) bidder will be decided upon by the highest discount offer by the particular Bidder.   |  |                 |               |   |  |
| (c) GST /Taxes shall be claimed separately as applicable.   |  |                 |               |   |  |

(Signature of the Bidder)  
Name and Address

**PART-II**

**NMPA BANK DETAILS FOR REMITTING EMD &TENDER FEES**

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

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

**PART- III**

**CHECK LIST**

**Tender No: 1/1/COMM/ TRG/ 2022-23**

**Dated: 29/07/2022**

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

| <b>DETAILS OF DOCUMENT TO BE SUBMITTED</b> |   | <b>YES</b>   | <b>NO</b> |  |
|--|---|--|-----------|--|
| <b>TECHNICAL BID</b>                       | 1   | RTGS receipt of Cost of Tender & Earnest Money Deposit (EMD) or supporting document for exemption of EMD & Tender Fee as per clause 2.2.1(c).  |           |  |
|  | 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:<br>a) GST Registration Certificate.<br>b) Pan card copy<br>c) Copy of empanelment letter from Central Bureau of Communication (Erstwhile DAVP)   |           |  |
|  | 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.<br>b) Annexure -- 2 -- Bank information for E-payment<br>c) Annexure -- 3 -- Details of ongoing Contracts at NMPA<br>d) Annexure -- 4 -- Power of Attorney  | -         |  |
| <b>PRICE BID</b>                           | <b>PART-III - Price Schedule (Online Mode Only)</b> |  |           |  |