



NEW MANGALORE PORT AUTHORITY

TENDER DOCUMENT FOR

“Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for a period of Two years”

Tender No: CMO-07/2022-23/Outsource dated 14.12.2022

TENDER ID No: 2022_NMPT_727892

SCHEDULE OF TENDER (SOT)

No: CMO-07/2022-23/Outsource

Date: 14.12.2022

**TITLE OF WORK: TENDER FOR “Outsourcing of Paramedical works of New Mangalore
Port Authority Hospital for a period of Two years”**

1	TENDER NO.	CMO-07/2022-23/Outsource
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/eprocure/app
3	Date of NIT available to parties to download	14-12-2022 at 14.00 hrs
4	Date of Starting of online Pre-bid queries	14-12-2022 at 14.00 hrs
5	Date of Closing of online Pre-bid queries	19-12-2022 at 15.00 hrs
6	Estimate Cost	Rs 4,26,62,191.43 /- (Rupees Four Crore twenty six lakhs sixty two thousand one hundred ninety one only) Including GST, ESI, PF, Service Charges, Holiday wages & Escalation. The Present Minimum wages is considered applicable as on 01.10.2022 inclusive of ESI, PF, GST, Holiday wages and Escalation
7	Earnest Money Deposit	EMD is Rs 10,07,000/- EMD may be in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects
8	Tender Fee	Rs. 1680/- (Rupees One thousand six hundred eighty only)
9	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	20-12-2022 at 09.00 HRS
10	Date of closing of e-Tender for submission of Bid.	04-01-2023 at 15.30 HRS
11	Date & Time of opening of Technical Bid.	05-01-2023 at 16.00 HRS
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	2 years starting from the date as indicated in the work order.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

LIST OF DOCUMENTS

1	Special Instructions to the Bidders for the E-Submission of the Bids Online Through E-Procurement Portal	PART – I	P - 4 to 6
2	Tender Document	PART – II	P -7 to 58
3	Price Bid	PART– III	P – 59-60
4	NMPA Bank Details	PART – IV	P - 61

PART - I

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

No. CMO-07/2022-23/Outsource

Dated: 14.12.2022

TITLE OF WORK: TENDER FOR “Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for a period of Two years”

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.

1. Bidder then logs into the portal giving user id / password chosen during enrollment.
2. The e-token that is registered should be used by the bidder and should not be misused by others.
3. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
4. 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.
5. 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.
6. 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.
7. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/appor> 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.
8. Bidder should arrange for the 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.

9. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
10. 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.
11. 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.
12. 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.
13. 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.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. Only hard copy of the Technical Bid should reach before due date to the Medical department, NMPA
15. 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.
16. 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.
17. 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.
18. 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.

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 EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
22. The bidder/Tenderer /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 in put credit to Port.
24. In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

PART-II
INDEX

Sl. No.	Description	Page No.
1	NOTICE INVITING TENDER.	8
2	INSTRUCTIONS TO TENDERERS	9-21
3	GENERAL TERMS & CONDITIONS OF CONTRACT	22-26
4	SPECIAL CONDITIONS OF CONTRACT	27-31
5	SCOPE OF WORK	32-37
6	PARTICULARS OF TENDERER – ANNEXURE 1	38
7	FINANCIAL TURNOVER – ANNEXURE 2	39
8	DETAILS OF EXPERIENCE – ANNEXURE 3	40
9	TENDER FORM – ANNEXURE 4	41
10	FORM OF AGREEMENT – ANNEXURE 5	42-43
11	FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE– ANNEXURE 6	44-45
12	FORMAT FOR DECLARATION – ANNEXURE 7	46
13	FORMAT OF POWER OF ATTORNEY – ANNEXURE 8	47-48
14	BANK INFORMATION FOR E-PAYMENT – ANNEXURE 9	49
15	HAND RECEIPT – ANNEXURE 10	50
16	INTEGRITY PACT- ANNEXURE 11	51-57
17	SPECIMEN BANK GUANRANTEE FORM FOR EMD- ANNEXURE 12	58
18	PRICE BID – PART III	59-60

NEW MANGALORE PORT AUTHORITY

MEDICAL DEPARTMENT NOTICE INVITING TENDER

Tender No. CMO-07/2022-23/Outsource

Date: 14.12.2022

E-Tenders are invited for **“Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for a period of Two years”** through CPP Portal www.eprocure.gov.in vide Tender ID No: 2022_NMPT_727892 and the Tender is available for download from 14.12.2022

For details, Visit Website:

<https://eprocure.gov.in/eprocure/app> and <https://www.newmangaloreport.gov.in>

(Dr. G.B Raghavendraswamy)
Dy. Chief Medical Officer

2. INSTRUCTIONS TO THE TENDERERS

2.1. SCOPE OF BID

E- Tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Chief Medical Officer on behalf of New Mangalore Port Authority Hospital from the reputed, bonafide, resourceful & experienced firms for the work of **“Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for a period of Two years”**

The successful bidder will be expected to render services as specified in the scope of work in this tender document.

2.2. TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 Technical Bid shall contain the following:

- a. EMD shall be uploaded along with the bid as per tender clause no 2.8. The tender not accompanied with EMD shall be summarily rejected except in case of 2.2.1(r) of ITB.
- b. NMPA COST OF TENDER DOCUMENT for Rs. 1680.00 (Rupees One thousand six hundred eighty only) Tender cost shall be paid through RTGS in favor of FA&CAO, NMPA. Tender not accompanied by Tender Cost shall be summarily rejected except in the case as per clause no 2.2.1 (r).
- c. All the documents 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 Tenderer on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e. Particulars of Tenderer 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. Self attested supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, shall be submitted as per Annexure–3.
- h. Tender Form as per Annexure- 4.
- i. Form of Agreement as per Annexure –5.
- j. Bank Guarantee Form for Performance Security as per Annexure – 6.
- k. Form of Declaration – Annexure-7.
- l. Power of Attorney as per Annexure -8
- m. Bank Details of the Tenderer for E-Payment - Annexure-9
- n. Hand Receipt duly signed with seal as per Annexure -10.

- o. Integrity Pact as per Annexure-11.
- p. Specimen Bank Guarantee form for EMD as per Annexure 12
- q. Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- r. 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 from tender fee & EMD on producing notarized supporting certificates along with Technical Bid.

2.2.2. Technical Bid and Price Bid shall be uploaded only in CPP portal through ONLINE. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

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 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -2, 3 & 4.
- 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 2.19.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:

- 2.4.1 The Average Annual Financial Turnover during the last three years i.e. year 2019-20, 2020-21, 2021-22 should be at least 1.27 crore Supporting documents of Audited Profit and loss account a/c to fulfill the Average annual financial turnover during the last three years, duly certified by Chartered Accountant shall be furnished.
- 2.4.2 The Bidder should have successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited, either of the following:
 - i) One similar completed work for Rs 3.41 Cr including GST, ESI, PF & Service Charges
 - OR
 - ii) Two similar completed works for Rs.2.13 Cr each. including GST, ESI, PF & Service Charges

OR

- iii) Three similar completed works for Rs 1.70 Cr each including GST, ESI, PF & Service Charges

Note: 1. Similar **works** shall be supply of manpower services to any reputed government or private firms.

- 2. The Tenderer shall enclose the self attested copies of the supporting documents viz., work order copies/agreements for “similar works” and satisfactory completion certificates from clients clearly indicating the date of Completion and completed Contract Value including GST, ESI & PF if any. TDS certificate clearly showing the tax deduction from client for the work orders submitted shall be produced for verification. (Reference Annexure-3).

2.4.3 The bidders must have Firm/Company registration certificate.

2.4.4 The Bidder should submit an undertaking letter in non judicial stamp paper of Rupees 100/ as detailed below:

2.4.4.1 I/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.

2.4.4.2 I/We have not been black listed/ debarred by any Public Sector Unit / Government Department/Hospitals/ Port Authority Hospitals/Health institutions or any reputed firms.

2.4.4.3 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.

2.4.4.4 I/We carefully read the Tender Document completely and I/We agree all terms and conditions of Tender Document.

2.4.5 The bidders must have Labor Registration Certificate.

2.4.6 The bidders must be registered under EPF.

2.4.7 The bidders must be registered under ESI.

2.4.8 The bidders must have GST registration number.

2.4.9 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified, if they have :

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

2.4.9.2 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.

2.4.10 Even though the bidders who have submitted MSME certificate as per clause No 2.2.1 (r), must meet the qualifying criteria as per clause No 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 MSME authorities if they have :

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

2.4.9.2.2 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.

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.

2.6 **ONE BID PER BIDDER**

2.6.1 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.

2.6.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or 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 Submit more than one Tender in this Tendering process.

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

2.7 **TENDERER TO INFORM HIMSELF FULLY**

2.7.1 The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information

set out in the tender document. The Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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)

- 2.8.1 The tender shall be accompanied by Earnest Money Deposit of Rs. 10,07,000/-/- (Rupees Ten lakhs seven thousand only).The tender not accompanied with EMD shall be summarily rejected except in case of 2.2.1(r)
- 2.8.2 The EMD may be accepted in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque in favour of NMPA or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchaser's interest in all respects. The Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encashable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure – 12 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial and priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.100/-. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest.

- 2.8.3 The Earnest Money Deposit of the unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Performance Bank Guarantee as stipulated in the tender.
- 2.8.4 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.8.5 The EMD may be forfeited, if
- 2.8.5.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity
 - 2.8.5.2 the successful Bidder fails within the specified time limit to
 - 2.8.5.2.1 Sign the Agreement or
 - 2.8.5.2.2 Fail to commence the work on the specified date as per LOA/Work order.
- 2.8.6 In case the Firm has submitted MSME certificates as per clause no 2.2.1(r), for participating in the tender, then the firm may be debarred for a period of three years (3) from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities, if
- 2.8.6.1 The successful Bidder fails within the specified time limit to sign the Agreement or
 - 2.8.6.2 Fail to commence the work on the specified date as per LOA/Work order.

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, there to, shall be made in writing by post or by e- mail. A bidder may refuse the request without forfeiting his EMD However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee.

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 Tenderers. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Tenderer 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 Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the NMPA 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.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Tenderer 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 forfeiture of EMD in accordance with 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 PRE_BID QUERIES:

Pre-bid queries shall be uploaded online or in writing which may be forwarded to Chief Medical Officer, NMPA on or before 19.12.2022 at 15:00 Hrs. The queries/clarification received from the tenderers would be discussed and the response of the Port Authority's shall be uploaded on NMPA/Govt./CPP websites.

2.15 TENDER OPENING AND EVALUATION:

2.15.1 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.

2.15.2 AWARD OF CONTRACT

1. Award Criteria

Evaluation criteria

The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender document, both technically and commercially.

A. Technical bid (Cover 1):

Technical bid will be opened electronically on specified date and time as given in the NIT.

Bidder(s) can witness electronic opening of bid.

B. Commercial bid (Cover 2):

Commercial bid will be opened electronically of only those bidder(s) whose Part I Technical Bid is found to be technically acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Commercial bid, through valid email confirmed by them.

Note: The bidders are advised to offer their best possible rates. There would generally be no negotiations hence most competitive prices may be quoted while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instructions / guidelines shall be taken. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Evaluation process:

A proposal shall be considered responsive if –

1. It is received within the proposed Due Date and Time.
2. It is Digitally Signed.
3. It contains the information and documents as specified in the Tender Document.
4. It contains information in formats specified in the Tender Document.
5. It mentions the validity period as set out in the document.
6. It provides the information in reasonable. The Port Authority reserves the right to determine whether the information has been provided in reasonable.
7. There are no significant inconsistencies between the proposal and the supporting documents.
8. The Technical qualification conforms to as specified in the qualification criteria
9. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the bidders or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
10. The NMPA would have the right to seek clarifications on wherever necessary. 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

11. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Medical Officer, NMPA will examine and seek clarification if any and list out the firms, which are found technically suitable, Price Bid of such bidders only will be opened and EMD will be returned to the unsuccessful bidders.
12. The date and time of opening the price bids will be intimated to the bidders whose offers are found technically qualified
13. The cost of stamping Agreement must be borne by the successful bidder.
14. The Fax/ E-Mail offers will be treated as defective, invalid and rejected.

(a) In respect of Two-Bid System, the technical Bids forwarded by the Bidders will be evaluated by NMPA with reference to the technical characteristics of the providing Paramedical workers and terms & conditions as mentioned in the Tender document. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender document. The Price Bids of only those Bidders will be opened whose Technical Bids qualifies in the technical evaluation. The Tenderers has to quote only the Service Charges for 2 years for the subject work in the price Bid format, GST/ Taxes for the Service Charges shall be claimed separately.

(b) The Lowest Bid will be decided upon by the lowest price quoted by the particular Bidder as per the Price Format given to this tender document (Part III). The price-bid shall comply with the commercial-bid and terms & conditions of the contract.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is any discrepancy between words and figures, the amount in words will prevail for calculation of price.

15. The rates quoted in the tender shall be Inclusive of ESI/PF/ taxes/levies imposed by the Govt. GST/ Taxes for the Service charges shall be claimed separately.

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

Not withstanding Clause no 2.15, 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 of the grounds for

employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.17 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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”. The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security.

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 5 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.200/-. The contract Agreement shall be signed between the Port Authority and the successful Tenderer within 21 Days from the Date of issue of LOA. The period of the contract shall be as mentioned in the LOA/Work order.

Upon furnishing by the successful Bidder of the Performance Security and executing the Agreement, the Employer will release the Bid security of L2 Bidder.

2.18 PERFORMANCE SECURITY

Performance Security shall be 3% of the total contract value + 18% including GST rounded off to nearest thousand Rupees should be submitted in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque in favour of NMPA or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects. The Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore in the approved format within 28 days from the date of issue of work order. The Bank Guarantee shall be kept valid for the total contract period of Two years Plus 1 year claim Period. If the contract is extended, the BG shall be extended accordingly for the extended period also. Thereafter, the total of 3% of Security Deposit shall be released to the Contractor after successful completion of Paramedical works contract and deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and forfeiture of Bid Security (EMD).

Note:-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.

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

2.20.1 "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

2.20.2. "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

2.20.3 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.

2.20.4 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.

2.20 THE LAW, WHICH APPLIES TO THE CONTRACT

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.21 SETTLEMENT OF DISPUTES:

2.30.1 AMICABLE SETTLEMENT:

If 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, the matter in dispute shall in the first place, be referred in writing to the Chief Medical Officer 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.

Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

2.30.2 **ARBITRATION:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the arbitrator so appointed is an ex-employee of NMPA.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. 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.

2.31 FORCE MAJEURE:

Any failure or omission to carry out the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and strikes, riots, embargoes, Epidemic Diseases / Pandemic or any other infectious diseases out break or from any political or other reasons beyond the supplier's control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. If at any time, any question, dispute or difference whatever shall arise between supplier and the institute (Purchaser) upon or in relation to or in connection with the agreement, provision of Arbitration and Conciliation Act, 1996 shall apply.

(Dr. G.B Raghavendraswamy)

Dy. Chief Medical Officer

3. 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:

"Employer" mean Board members of New Mangalore Port, a body corporate under the Major Port Authority Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.

"Contractor" 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.

"Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.

"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 any taxes and excise duties to be paid to state or central Government.

"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.

"Approved" or "Approval" shall mean approval in writing.

"Month" shall mean English Calendar Month.

3.2 USE OF CONTRACT DOCUMENT:

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

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 TERMINATION

3.3.1 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 NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30)days notice in writing to that

effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

3.3.2 In the event of such termination of the contract, NMPA shall be entitled to

3.3.2.1 forfeit the Performance Guarantee as it may consider fit;

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

3.3.3 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

3.3.4 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, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3.3.5 Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of 90 days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.4 PAYMENT TERMS:

3.4.1 100% payment along with monthly service charge, applicable GST, monthly Minimum wages for staffs, ESI and PF will be released within 15 days from the date of submission of monthly bill/Tax Invoice along with the attendance register, challan details of ESI & EPF contributions made to the concerned authorities, extract of wage payment Register Bank statement for the month for which the contractor submits the bill, as documentary evidence.

3.4.2 Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further No interest will be paid on Retention money of Performance Security amount.

3.5 **INCOME TAX:**

Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

3.6 **TAXES:**

The contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Contractor/tenderer shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

3.7 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.

3.8 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 Incharge or his representative.

3.9 **PERSONNEL:**

The contractor shall deploy the manning as per the duty roaster prepared by the Supervisor. Same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the Incharge 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 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 Incharge in good condition after the completion of the Contract period.

3.10 **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 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. If the workers are engaged at the discretion of the Contractor, for more than one shift they shall be paid, overtime at double the normal wages.

- (i) The wages paid shall include wages for weekly day of rest.

- (ii) The wages shall be paid on or before 7th day of every month through the Bank only.
Documentary evidence for the same needs to be furnished along with the bills.
- (iii) Wages, OT, etc paid shall be entered in personnel register.
- (iv) The bidder shouldn't quote less than the minimum wages per day to the persons as per the minimum wages Act 1948.
- (v) The Service charges shall remain Constant throughout the contract period even though hike in minimum wages.
- (vi) The minimum wages per day applicable as on 01.10.2022 as per Minimum Wages Act, 1948 are as detailed below:

Sl. No	Nature of work	No of Workers/ staff	Skilled/Semi- Skilled/ Highly Skilled	Construction/ Mines	Minimum wages as on 01.10.2022
1.	Physiotherapist	1	Highly skilled below ground	Mines	926
2.	Operation Theatre Nurse	1	Highly skilled below ground	Mines	926
3.	Store Manager	1	Highly skilled	Construction	866
4.	Nurse (including reliever)	13	Highly skilled	Construction	866
5.	Pharmacist	4	Highly skilled	Construction	866
6.	X- Ray Technician	1	Highly skilled	Construction	866
7.	Laboratory Technician	3	Highly skilled	Construction	866
8.	Receptionist	3	Skilled clerical	Construction	788
9.	USG Assistant	1	Skilled clerical	Construction	788
10.	Pharmacy Assistant	3	Skilled clerical	Construction	788
11.	OT Asst	1	Skilled clerical	Construction	788
12.	Medical Data Entry Operator/ Stenographer	3	Skilled clerical	Construction	788
13.	First Aider / Hospital Attendant (including reliever)	17	Semi-Skilled	Construction	671

Note: The contractor shall make the payments to the staffs as per the above minimum wages. Difference in minimum wages shall be reimbursed to the contractor on providing the documentary evidence clearly indicating the payments made to the staffs. The wages are normally revised by the Asst. Labour Commissioner (Mangalore) once in 6 months linked to the Consumer Price Index.

- (vii) Any shortage of manpower than the prescribed number, pro rata deduction will be made from the contractor's monthly charges apart from the nonpayment of daily wages to the

respective categories and penalty as per clause No 4.27 of SCC is applicable.

(viii) The clause No. (Vii) is not applicable for weekly day of rest for the contract workers.

3.11 WELFARE MEASURES - EPF, ESI:

- (i) All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952”.
- (ii) All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act, 1948”.
- (iii) The EPF & ESI contribution of the employees and immediate employer’s contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor. The Contribution of the immediate Employer’s for ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made.
- (iv) The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt, whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.

3.12 The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which deductions will be made as per clause no. 4.27.

3.13 The Contractor shall be accountable for all losses occurring during the contract period due to negligence or faulty maintenance of the systems by his staff.

3.14 The Employer (NMPA) 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.

3.15 The Contractor shall indemnify NMPA 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 Workmen Compensation Act (Act VIII of 1923) as amended from time to time.

(Dr. G.B Raghavendraswamy)

Dy. Chief Medical Officer

4. SPECIAL CONDITIONS OF CONTRACT (SCC):

4.1 PERIOD OF CONTRACT :

The contractor shall carry out the work for a period of Two years from the date of issue of LOA and the same may be extended for a further period of one year as mutually agreed under the same rates, Terms and Conditions subject to satisfactory performance of the contractor in the preceding year. The contractor shall deploy the staff within 15 days from the date of issue of LOA.

4.2 The successful Bidder shall deploy Paramedical workers of all category as per the qualification and minimum experience as specified in the Scope of work at a time execution of contract and not in a piece meal manner. Copies of required certificates, testimonials and police verification certificate of the Paramedical workers (including reliever) to be engaged shall be submitted to the PH office, at the time of joining for duty. Police verification certificate must be provided to NMPA before the placement of contract employees and it has to be done every year by the contractor and the contractor must renew/ submit police verification certificate every year of all the contract employees. In case of substitute staff/ drivers/ workers, who are not in the list provided to NMPA, the contractor should make sure to submit complete details of the substitute person along with copy of photo/ aadhar card/ driving license, police verification certificate, etc. before placement. All the workers engaged by the outsourcing agent shall be provided with uniform as decided by Chief Medical Officer/NMPA and photo identity card during the period of work. The cost of the Uniforms and photo identity card shall be borne by the outsourcing Contractor. Frequent changing of the paramedical workers of any category is prohibited.

4.3 All the Paramedical workers engaged by the Contractor shall be covered under the statutory government regulations framed from time to time. The contractor will abide by all the rules and regulations relating to Contract Labours (Regulation and Abolition) Act, EPF/ESI Act, Workman Compensation Act, workmen insurance, GST/Income Tax Act or any other statutory rules/regulations/laws applicable etc. The NMPA will not be a party at any stage to any kind of dispute relating to the above. In case of any liability arises due to non performance by the contractor, under no circumstances, the NMPA shall be liable for the same. NMPA shall not be made liable for any non-compliance by the Contractor. All dues, taxes, duties, payments due to the Authorities/persons due to non compliance of this clause shall be payable by the Contractor. If NMPA is made bound to make payment for such non performance/non compliance under any order, instruction, judgment by Court, Government or any other authorities, NMPA can recover the same from the monthly bills payable to contractor or otherwise.

4.4 Any damage to the hospital property due to mishandling, carelessness of the contractor or the Paramedical workers engaged by him will be recoverable from the contractor's bill. All the

Paramedical workers engaged by the Contractor will have to be covered under insurance against any personal accidents and the hospital authority will not be liable for payment of any compensation on that account. Neither contractor nor the person engaged by him shall be entitled or claim any medical facility from Port Authority Hospital under any circumstances. In case any medical facilities are availed by them under emergency conditions, the contractor is bound to remit the cost of such facilities. During execution of work, the Contractor shall ensure that all standard norms of safety measures/ precautions are followed to avoid accidents/damages to the deployed Paramedical workers by the Contractor. The Paramedical workers deployed by the contractor 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.

- 4.5 Working hours will not be less than 8.00 hours in a day. The contractor should pay wages for posting on Festival Holidays and National Holidays as per minimum wages Act.
- 4.6 The Paramedical Workers shall work as per the Manning roster round the clock in various shifts as per the instruction of Supervisor. On National Holidays & leave/ strike, etc shall be ensured by the Contractor for providing un- interrupted services in the New Mangalore Port Authority without claiming any additional cost from NMPA.
- 4.7 The Paramedical staffs shall be provided with face recognition attendance for in and out per shift. However, the contractor shall maintain manual attendance register. A copy of the same to be enclosed in the monthly bill for verification.
- 4.8 In case of any misconduct of the Paramedical persons engaged by the Contractor, the Contractor must change the person immediately as per the directions of the Hospital Authority.
- 4.9 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 NMPA premises other than to attend 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 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 NMPA.
- 4.10 The contractor shall furnish a photo copy of ESI Card immediately to the Hospital Authority on engagement of contractual workers.
- 4.11 Outsourced Paramedical workers engaged by the Contractor to get wages before 7th day of each month, this payment of wages are not linked to payment of the bill by NMPA. Payment of Monthly wages payable by the contractor to the deployed paramedical workers individually shall be made

through their Bank account only as per Central minimum wages Act framed from time to time & should not be less than the minimum wages as per minimum wages Act of Central Government, in addition to the other statutory requirements such as ESI contribution, PF Payment, GST etc. If the Contractor fails to pay the wages on or before 7th day of each month, as per labor law, action will be taken against the Contractor. For repeated violation NMPA can terminate the Contract and the contractor will be debarred at NMPA for participation in Tenders for a period of Two years. The Contractor should submit the details of Bank A/C No. Type of Account, Name of Bank, Branch of each Contract workers to PH before releasing of the first bill of the contract.

- 4.12 The Price quoted should cover all leave substitutes/over time / Uniform allowances and any other ancillaries. Once the Contractor is selected on the basis of the submitted bid, the Contractor would be responsible to fulfill his/her obligation as per the submitted bid. He is not entitled to do any rate revision of the monthly charges quoted for any reason.
- 4.13 The successful Bidder/Contractor has to execute a Contract Agreement in a Non-Judicial stamp paper Rs.200.00 (Rupees Two hundred only) as per laws.
- 4.14 The Contractor should make necessary arrangement to provide Thermo Luminescence Decimeter (TLD) to the X-ray technician engaged by the Service provider at the time of initial appointment and without TLD no staff shall be posted in X-Ray unit, which is mandatory under the radiation rules.
- 4.15 The monthly Bill should be submitted in triplicate with consolidated report on 3rd day of every month along with Register of payment of wages, the Register of attendance and muster roll of the preceding month every calendar month for verification to the Office of the Chief Medical Officer NMPA. The Service provider shall provide acquaintance roll of the monthly wages distributed to the deployed Paramedical workers. Proof of Wages paid to each employee, in the form of copy of Bank account statement and copy of the salary slip issued to the individuals should be attached with the monthly bill. Separate over time register should be maintained which should be produced to Chief Medical Officer along with the bills for verification.
- 4.16 The monthly contribution towards EPF & ESI of the deployed workers will be reimbursed on submission of documentary proof for having remitted the same to the concerned statutory Authorities along with detailed statement.

Based on the requirement of NMPA if any other category of paramedical workers other than the specified categories, is needed during the period of contract, the Contractor should be able to supply the required cadres, of Paramedical categories immediately as per the minimum wages fixed as per the orders of the Chief Labour Commissioner (Central). NMPA reserves the right to decrease/increase the Number of Categories of Paramedical workers specified in the Tender. In

case Port Authority Hospital requires additional workers in the above categories needed during the period of contract, the Contractor should be able to supply the required cadres, of Paramedical categories immediately as per the minimum wages fixed as per the orders of the Chief Labour Commissioner (Central).

- 4.18 For any grievance, the Contractor would approach to the. CMO, NMPA and appraise them in writing about the problem. It is the responsibility of the CMO, NMPA to comply with the grievance and solve it within a maximum of one month time and decision should be communicated to the Contractor in the writing only
- 4.19 In the event of any dispute or difference in the assignment of this contract, the interpretation and decision of the Chairman, New Mangalore Port Authority shall be final and binding by either party. Laws of India shall govern the contract of service and jurisdictional court shall be at Mangalore.
- 4.20 Neither contractor nor his Paramedical workers shall make NMPA as a party for any dispute /litigation between themselves. The contractor shall indemnify the NMPA for all cost, which the Port has to bear as a party because of such dispute / litigation.
- 4.21 In case of revision of minimum wages by the Govt. during the tenure of the contract, the revised wages would be paid from the date of revision of minimum wages. The minimum wages notification issued by Office of the Chief Labour commissioner, Government of India, Ministry of Labour & Employment shall be considered for this purpose. Corresponding PF & ESI may be claimed duly submitting the documentary evidence for having remitted the same.
- 4.22 The contractor may submit a written request to allotment of residential quarters in NMPA Colony for the stay of the contract Paramedical workers. The request of the allotment of residential quarters will be considered based on the availability of residential quarters by the competent Authority and if allotted any residential quarters, the rental / Electricity / water charges and other charges as per regulations will be deducted from the monthly bill of the contractor.
- 4.23 The deployed paramedical workers engaged by the Contractor should be granted three National Holidays on 26th January (Republic Day), 15th August (Independence Day), 2nd October (Gandhi Jayanthi) and five other Festival Holidays as per Extension of Provisions under Karnataka Industrial Establishment (National & Festival Holidays) Act, 1963 to contract/outsourced employees and any other kinds of leave as per the Labour laws. If the deployed persons are working on National Holidays, Festival Holidays, weekly off falling on National Holidays & Festival Holidays the additional minimum wages shall be paid accordingly. Only the Paramedical workers deployed for duty on National Holidays & Festival Holidays shall be paid additional minimum wages.
- 4.24 The Charges for 2 years mentioned in the Price schedule item no. 1 of the Price Bid Part- III (paramedical workers supply) shall include wages for 26 days for all the staffs (Not less than

Minimum Wages notified, The Present Minimum wages is considered applicable as on 01.10.2022 refer clause No 3.10 of General Terms & Conditions for wage details), charges for Over Time/ Uniform Allowances, National Holidays and Festival Holidays as applicable and any other Ancillaries, Profits, Service Charges, Supervisor Charges etc., including GST, ESI & PF. The price quoted shall remain constant throughout the contract period and no escalation is admissible for any reason whatsoever, except difference in Minimum Wages as stated at clause no. 3.10. If the Bidder Quotes Nill Service Charges, Such Bid will be treated as Non Responsive & not considered for Bid Evaluation. The Service Charges shall remain constant throughout the contract period even though hike in the Minimum Wages.

4.25 ESI & PF paid to the staffs, shall be reimbursed to the contractor on production of documentary evidence.

4.26 GST as applicable shall be shown as a separate line items in the Tax Invoice which shall paid accordingly.

4.27 Penalty:

If any one of the Contractor's person is absent himself or herself for duty, the Contractor should substitute with another person immediately without affecting the hospital service. If the Contractor also fails to substitute the suitable person, the hospital authority will deduct from the monthly bill of the contractor a sum of Rs.300/- per person absent per day as a penalty in addition to the nonpayment of wages for that man days. Contractor should produce the substitute well in hand before taking over the contract. Contractor should produce resume/certificates of the substitute/reliever to CMO before taking the contract. CMO reserves the rights to substitute the person if needed or not in such cases penalty may be waved as per the orders of CMO. No Substitute shall be deployed without written order of CMO. In such cases the penalty for not deployment of substitute should not apply

(Dr. G.B Raghavendraswamy)
Dy. Chief Medical Officer

5.0 SCOPE OF WORK

- 5.1** The New Mangalore Port Authority Hospital renders outpatient and inpatient services to its Employees and their dependents and pensioners. Outpatient timings between 8.00am-12.00 noon & 3.30 pm - 6.00pm on week days & 8.00am to 12.00 noon on Sundays & General holidays. Emergency services are provided round the clock through Port Doctors and empanelled Part Time Visiting Consultants in different field of specialties/super specialty for day to day outpatient consultation and inpatient care services on fixed schedule of visits. NMPA Hospital also provides outpatient services in the field of Ayurveda & Homeopathy on fixed days of the week. PH is operating 22 beds for inpatient services of the wards located in 1st and 2nd floor. NMPA Hospital has an operation theatre wherein selective surgeries are performed like General Surgery, ENT, Urology & Minor Surgical procedures in the field of Gynecology, Orthopedics and Cataract with IOL and other minor procedure in the field of Ophthalmology. Three bedded post operative ward where post operative patients are taken care for first 24 hours after surgery. Port Authority Hospital is also equipped to operate and maintain 45 bedded COVID-19 Care Centre, Covid- Testing & Vaccination Centre.
- 5.2** Medicines are procured and stocked in Main Medical Store and Pharmacy and the non available medicines to patients are procured through empanelled medical shops for dispense to the patients on day to day basis.
- 5.3** NMPA Hospital has a fully Automated Computerized Clinical Laboratory in which Biochemistry, Hematology and Clinical Pathology investigations are undertaken on day care basis. The Radiology Section has facility for X-Ray including Dental X-Ray, Ultra Sonogram, Echo Cardiogram and color Doppler Study. Dental care services are provided through the empanelled Visiting Dentists/ Dental Surgeon on day care basis six days of the week in the Dental OPD of Port Authority Hospital. Ophthalmology services are provided in the Eye OPD through the empanelled Part Time Ophthalmologists in the fixed days of the week apart from performing surgeries for needy patients. There is a Physiotherapy unit provides Physiotherapy for both Inpatients and Outpatients as day care services.
- 5.4** The First Aid Centre functioning inside NMPA Wharf (Dock area) under Medical Department round the clock provides First Aid to the injured workers at the site of work and shifts them to Port Authority Hospital for further management as per need.
- 5.5** The successful bidder shall carry out the paramedical works at the Port Authority Hospital by deploying essential manpower as per clause No 5.8. The Category of Paramedical workers shall be

posted for Staff Nurse /Attender General Shift (8.00am-12.30 noon & 3.00pm-6.30pm) , 1st Shift (6.00 am to 2.00pm), 2nd Shift (2.00pm to 10.00pm) & night Shift (10.00pm to 6.00am) OT Assistant 1st shift (6.00am to 2.00pm) & General Shift (8.00am to 12.30pm & 3.00pm to 6.30pm), Lab Technicians 1st shift (7.00am to 3.00pm) & General Shift (9.00am to 1.00pm & 2.30pm to 6.30pm) Pharmacy Assistant/ Pharmacist/Receptionist 1st shift (8.00am to 4.00pm) & General shift (9.00am to 12.30 noon & 2.30 pm to 6.30pm) MDEO/USG Assistant General Shift (9.00am to 1.00 pm & 2.30pm to 6.30pm & 9:00am to 1.00pm & 1.30 to 5.30pm) Store Manager General Shift 9.00 to 1.00pm & 2.00 to 6.00pm (eight hours excluding lunch break) as well as shift duty (eight hours) as per the need in the Hospital, 24x7 manning is must in certain sections as specified in the Tender Document. Patients approaching Port Authority Hospital seeking medical assistance of any kind at any time shall be attended immediately.

5.6 The CMO reserves the rights to change the timings of the contract workers without effecting the Hospital services round the clock.

5.7 The Contactor should deploy a supervisor to supervise the Attendance, duty roster, arranging reliever/substitutes duties, submit the monthly bills in time, to provide necessary document required to Hospital Authority in respect of Paramedical Workers deployed by him. The expenses towards supervisors wage should borne by the Contractor, without claiming any additional cost from NMPA. Supervisor should be available at NMPA Hospital whenever required by the hospital authority.

5.8 The scope of work given is only indicative but not exhaustive

Category of Paramedical Workers Required to Port Authority Hospital:

Sl. No	Category	Units Required	Description of Work	Qualification and experience
1.	Nurses (Including 2 Relievers)	13	1) Providing Nursing Care to both Inpatients (IP) and Outpatients, (OP) and Emergencies. 2) Assist Consultant Specialists as per the need including minor procedures in Casualty. 3) Entry of medicines both online and manual, issued to patients during their duty hours in Hospital Management System to update stock. 4) Any other related works	1) Diploma in General Nursing and Midwifery or B.sc Nursing with Two years experience in Reputed Hospital. 2) Knowledge of Computer.

2.	Operation Theatre Nurse	01	<ol style="list-style-type: none"> 1) Maintaining Operation Theatre in sterile status on day today/case to case basis, so that the PH OT is ready at any time for surgery. 2) Assisting Surgeon and Anesthetist for all the surgeries done at PH. 3) Providing Nursing Care to In-patients including Post- Operative Patients. 4) Any other related works 	<ol style="list-style-type: none"> 1) Diploma in General Nursing and Midwifery or B.sc Nursing with Two years experience of assisting the surgeons in performing different surgeries (Operation Theatre) in Reputed Hospital.
3.	Physiotherapist	01	<ol style="list-style-type: none"> 1) Providing Physiotherapy to patients as per Doctor's advice. 2) Entry of the services both manual and online system. 3) Preparing weekly and monthly reports of service statistics. 4) Any other related works 	<ol style="list-style-type: none"> 1) Bachelor's degree in Physiotherapy (BPT) with Two years experience in Reputed Hospitals/Private Institutions. 2) Preference will be given to Masters in Physiotherapy with Two years experience in Reputed Hospitals/ Private Institutions.
4.	Laboratory Technicians	03	<ol style="list-style-type: none"> 1) Daily calibration and quality control of Bio Chemistry Analyzer and cell Counter and manual entry in the Master Registers and sub Registers for documentation. 2) Collection of sample of outpatient and in patients and conducting Bio Chemistry, Hematology, Microbiology as per the advice of Doctors, also arrange to send samples for outside approved Laboratory for special investigations which are not available in Port Authority Hospital Laboratory. 3) Entry in Registers. 4) Preparing reports to submit local authority as per the guidelines of DHO and Central Health & Family Welfare Departments. 5) Preparing weekly and monthly reports of service statistics. 6) Any other related works 	<ol style="list-style-type: none"> 1) Diploma in Medical Laboratory Technology with two year work experience in clinical laboratory of reputed Hospitals / Private Institutions/Private Laboratory testing centers. 2) Preference will be given to B.sc Medical Laboratory Technology with same work experience. 3) Knowledge of computer.
5.	X-ray Technician (Radiographer)	01	<ol style="list-style-type: none"> 1) Taking X-Ray including Dental X-Rays as advised by the doctor and Entry in register. 2) Changing Fixer & developer periodically. 3) Submission of X-Rays for reporting to Radiologist. 4) The X- Ray Technician must be provided with TLD. 5) Any other related works 	<ol style="list-style-type: none"> 1) Diploma in Radiology Technology with Two years work experience in Radiology sections of reputed Hospitals / Private Institutions/Radiology testing centers. 2) Knowledge of handling Digital X-Ray. <p>Preference will be given to B.Sc in radiography with same work experience.</p>

6.	Pharmacists	04	<ol style="list-style-type: none"> 1) Pharmacists shall dispense the medicines and enter in the system. 2) Prepare & mail the list of Allopathic medicines not available in PH and Ayurveda Medicines to be procured from empanelled medical shops on day to day basis. 3) Verification of the medicines after receipt from empanelled medical shops on day to day basis before dispensing. 4) To maintain the stock in pharmacy both physical and system stock. 5) Prepare weekly indent of Pharmacy to Main Medical Store. 6) To list the expiry medicines and handover to MMS in turn to be returned to supplier monthly. 7) Monitoring of Expenditure 8) Any other related works 	<ol style="list-style-type: none"> 1) Diploma in Pharmacy with Two years experience in reputed Hospitals/ Private Institutions/ reputed Medical shops. 2) Preference will be given to Bachelor in Pharmacy (B. Pharma) with same experience. 3) Knowledge of Computer.
7.	Store Manager	01	<ol style="list-style-type: none"> 1) To assist in all Tendering Processes related to Procurement of Medicines, Empanelment of Medical Shops, Procurement of Hospital equipments, AMC/CMC and Manpower tender. 2) To maintain all the records related to procurement of medicines and settlement of bills through ARC/ EMS. 3) To assist Head Pharmacist/ Sr. Pharmacist in Maintaining the Medicine Accounts In Main Medical Store Stock both Physical and System through HMS. 4) Assisting Sr. pharmacist to segregate expiry/ near expiry medicines to be returned to the Supplier for replacement/ Credit Note and also to maintain relevant records. 5) Any other works related to Hospital Stores Management. 	<p><u>Essential:</u></p> <ol style="list-style-type: none"> 1) Any Degree with at least second class & Diploma in computer science/ BCA. 2) Knowledge in Inventory management & tendering processes. 3) Knowledge of Hospital Management System (HMS). <p><u>Desirable:</u></p> <ol style="list-style-type: none"> 1) Work experience as a Store manager in any reputed hospital/ pharmaceuticals/ firms for a period of two years.
8.	Receptionist	03	<ol style="list-style-type: none"> 1) Online registration for outpatient consultation and related works. 2) Manual entry in medical eligibility card (MEC). 3) Preparation of referral letter. 4) Reconciliation of Medical Eligibility Cards (MEC). 5) Information & communication. 6) Any other related works. 	<ol style="list-style-type: none"> 1) Any Degree from a recognized University. 2) Certificate of Diploma in Computer application. 3) Work experience as Receptionist in any reputed hospitals/ reputed organization for a period of Two years.

9.	USG Assistant	01	<ol style="list-style-type: none"> 1) Type the reports of Radio diagnostic procedures conducted at PH, print and arrange to issue to patient. 2) Assist In charge Staff to prepare weekly and monthly service statistics. 3) Any other related works 	<ol style="list-style-type: none"> 1. Any Degree from a recognized University. 2. Certificate of Diploma in Computer application. 3. Work experience as Assistant to Sonologist/ Radiologist in any reputed hospitals for a period of Two years or in any reputed Scan centers for a period of two years.
10.	OT Assistant	01	<ol style="list-style-type: none"> 1) Daily sanitization of Operation theatre and keeping ready for surgeries. 2) Maintaining sterilization condition before and after surgeries, to assist the O.T Nurse and Anesthesia during surgeries. 3) To collect the swabs for culture once in three months and routine works of Operation theatre and Post Operation theatre. 4) Any other work entrusted by the superior. 	<ol style="list-style-type: none"> 1) Diploma in Anesthesia and Operation Theatre Technician with Two years work experience as OT Assistant in reputed Hospitals/ Private Institutions.
11.	Pharmacy Assistant	03	<ol style="list-style-type: none"> 1) To assist the Pharmacist in dispensing Allopathic and Ayurvedic Medicines and maintaining records towards the same. 2) To collect Indent from Main Medical Store as and when required. 3) Segregation and arrange the medicines in order for dispensing. 4) Any other related works 	<ol style="list-style-type: none"> 1) Minimum PUC or equivalent qualification. 2) Work experience of handling Allopathic and Ayurvedic medicines in any of the reputed hospitals/ or in any reputed medical shops for the period of two years.
12.	Hospital Attendant/ First Aider including 2 relievers	17	<ol style="list-style-type: none"> 1) Assist Duty Nurse in providing nursing care to patients as per the instruction. 2) Maintaining Casualty, Wards, OPD, Clinical Laboratory and OT sterile by following aseptic measures daily. 3) Movement of Registers and official letters related to Medical services. 4) Providing First Aid to the Injured at site of work inside NMPA Wharf. 5) Any other related works 	<ol style="list-style-type: none"> 1) Minimum Matriculations Equivalent qualification. 2) Working experience of Two years in a reputed hospital as Hospital Attendant. 3) Preference will be given to First Aid Certificate holders and having certificate of working Experience in ICCU/ICU/ Post OP.ICU/ General Ward/ Casualty/ Clinical laboratory of Hospitals etc in any reputed Hospital. <p>Work experience as Hospital Attendant/ First Aider in any reputed hospital.</p>
13.	Medical Data Entry Operator / Stenographer	03	<p>Medical Data Entry Operator:</p> <ol style="list-style-type: none"> 1) To assist Consultants/ Doctors to enter data in Electronic Medical records (EMR) in turn to issue online prescriptions during the consultation hrs. 2) Any other related works <p>Stenographer:</p> <ol style="list-style-type: none"> 1) To assist Chief Medical Officer/ Procurement Manager /Administrator in preparing File taking the Notings in 	<ol style="list-style-type: none"> 1) Any Post Graduation Degree from a Government recognized Universities. 2) Diploma in computer Application to work in Hospital management System (HMS) and in ERP/Oracle. 3) Work experience of Two years in handling similar works in reputed hospitals or reputed clinics. 4) Preference will be given to those

			<p>Short hand and all the Confidential duties and responsibilities assigned to PA to CMO.</p> <p>2) Any other related works</p>	<p>who are having Medical Data Encryption and Clinical Dictations and Post Graduation in Science. With English short hand certificate.</p>
--	--	--	---	--

Note:

1. Description of work is purely on approximate basis & may vary.
2. Timings on Sunday & Government holiday will be subject to changes.
3. Timings of the contract employee will be 8hrs/day within the specified timings of each section.
4. Chief Medical officer reserves the right to change the duty timings of Paramedical workers engaged on contract.

(Dr. G. B Raghavendraswamy)

Dy. Chief Medical Officer

Annexure -1

PARTICULARS OF TENDERER:

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 Tenderer

Annexure -2

PRE-QUALIFICATION OF BIDDERS

FINANCIAL TURNOVER

Tenderers 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 Profit & Loss a/c statement & Balance Sheet for the Last 03 years. i.e. 2019-2020, 2020-2021 and 2021-2022

Financial Year	Turnover		
	2019-20	2020-21	2021-22
i.e. LAST THREE FINANCIAL YEARS			
ENDING 31st 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 and attach copies.

Annexure -3
PRE-QUALIFICATION OF BIDDERS
DETAILS OF EXPERIENCE

Details of completed Past similar work made during the last seven years:

Sl. No.	Name of the Work	Work Order / Supply order No. and Date	Value of the Work Order/ Supply Order (incl. of GST, PF, ESI & Service charges if any)	Completion Certificate No. & date

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.

Signature of Tenderer with Company Seal

Note:

1. The bidder has to submit the details of payments received for the work orders in Annexure-3 in full, duly signed and sealed by the statutory auditor. 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. The work orders declared by the bidder in Annexure-3 only shall be considered for technical qualification of the bidders. LOI/Supply Orders/ 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.
3. Additional sheets may be used if necessary.

Annexure – 4

TENDER FORM

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

To

,
The Chief Medical Officer, New Mangalore Port Authority,
Panambur, Mangalore – 575 010. India

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “Outsourcing of Paramedical Works of Port Authority Hospital for a period of Two years”, we the undersigned, offer to execute the O&M 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 to the extent of 5% (ten 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 21 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 deposited the Earnest Money 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 Security Deposit 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 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Trust.
7. We agree that the payment shall be made direct to us by the Port Authority 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)

Signature:

Witness

Address:

Annexure –5

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 AUTHORITY incorporated by Major Port Authority 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 "Outsourcing of Paramedical Works of Port Authority Hospital for a period of Two years" and Guaranteeing the performance for a period of 12 months vide work order No.....dated.....

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 "Outsourcing of Paramedical Works of Port Authority Hospital for a period of Two 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 Outsourcing of Paramedical Works of Port Authority

Hospital for a period of Two 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 CMOA...../2022..... dated...../..../2022 and contains with.....pages in all.

Signed, sealed and delivered

by _____ for and on behalf of the said

_____ in pursuance of a resolution of the Board of Directors of the

passed at a meeting held on

(Contractor)
COMPANY SEAL

Witness: 1.
2.

CHIEF MEDICAL OFFICER
For and On behalf of the NMPA (Board)

In presence of
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 Authority Act, 1963 as amended by the Major Port Authority 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 “Outsourcing of Paramedical Works of Port Authority Hospital for a period of Two 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 Corporation 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 Chief Medical Officer 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 ----/-----/2022.
11. The Bank Guarantee is enchashable at our_____branch at Mangalore, Karnataka Dated ----- day of -----2022
For

(Authorised Signatory/s) (Name & Code No.)

(For and on behalf of Bank.)

Annexure – 7

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To,

OUTSOURCING OF PARAMEDICAL WORKS OF PORT AUTHORITY HOSPITAL FOR A PERIOD OF TWO 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.

Date: Place:

Name of the Applicant :

Represented by (Name & capacity)

Annexure 8

(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 Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

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

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “OUTSOURCING OF PARAMEDICAL WORKS OF PORT AUTHORITY HOSPITAL FOR A PERIOD OF TWO YEARS”. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

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

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

WHEREAS, even though this sub-delegation is signed on this _____ day of _____

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)

Annexure. 9

Bank Information for E-Payment

1	Name and full address of the Tenderer	
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 tenderer	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 Tenderer

Annexure. 10
HAND RECEIPT

Name of Payee :

Head of account : GLC

– Authority :

HAND RECEIPT

(C.P.W.A.28)

(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)

Department : Chief Medical Officer, New Mangalore Port Authority

Cash Book Voucher No.

Dated:

1. Pay by Cheque / ~~Cash~~

2. Paid by me

Received from the Sub Divisional Officer-in-charge of Sub Division the Sum of Rs. ____/-

(Rupees _____ - only)

Name of the work or purpose for which payment is made: Being the refund of EMD furnished along

Seal & Sign. Of the Tenderer

with the Tender No. _____ for the work of “OUTSOURCING OF PARAMEDICAL WORKS OF PORT AUTHORITY HOSPITAL FOR A PERIOD OF TWO YEARS” vide Receipt No. _____ dtd. - -2022.

Date:

Signature of Payee:

Witness:

- The officer 45 authorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.
- The person actually making the payment should initial and date payment certificate (2).
- In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.
- Payment should be attested by some known person when the payee’s acknowledgement is given by a ~~mark~~, seal or thumb impression.

ANNEXURE -11
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 Authority acting through Shri _____, Chief Medical Officer, New Mangalore Port Authority (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 Medical 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 **OUTSOURCING OF PARAMEDICAL WORKS OF PORT AUTHORITY HOSPITAL FOR A PERIOD OF TWO 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 Authority.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the 'BUYER/ EMPLOYER'

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, organisation 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.

1.1. 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.

1.2. 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.

- 3) 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

- 4) 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, favor, 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, favor, 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 favor or disfavor 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'.

5) 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.

6) Earnest Money (Security Deposit)

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

(i) Bank Draft or a Pay Order in favor of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid up to 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/Security Deposit for the period of its currency.

7) 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 Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

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

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

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

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

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

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman

or agent or broker with a view to securing the contract.

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

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

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

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

8) 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.

9) 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.

10) 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.

11) 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'.

12) 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.

13) 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.

14) The parties hereby sign this Integrity Pact at _____ on ____/____/2020

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF MEDICAL 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.

ANNEXURE – 12

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of Trustees of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this **BG is authorized to do so-should also be enclosed**]

Part-III

Price Bid

Validate

Print

Help

Item Wise BOQ

Tender Inviting Authority: < Enter Tender Inviting Authority Officer Details >

Name of Work: < Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for period of Two years >

Contract No: < CMO-07/22-23/Outsource dtd 14.12.2022 > Tender ID: 2022_NMPT_727892

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 : allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Service Charges For 2 years in Rs. (Excluding GST)	GST Amount on 2 year service charges in Rs.	MINIMUM WAGES FOR OUTSOURCING OF PARA MEDICAL WORKS OF PORT AUTHORITY HOSPITAL as per the scope of work and terms and conditions of the contract Excluding service charge (Including GST, ESI & PF) For 2 years in Rs. (The Present Minimum wages is considered applicable as on 01.10.2022 inclusive of ESI, PF, GST, Holiday wages and Escalation)	TOTAL AMOUNT With Taxes in Rs.	TOTAL AMOUNT In Words (including GST)
1	2	3	4	5	6	7
1	Name of the Work:					
1.01	Outsourcing of Paramedical works of New Mangalore Port Authority Hospital for period of Two years			38728207.43	38728207.43	INR Three Crore Eighty Sev Lakh Twenty Eight Thousand Two Hundred & Seven and Paise Forty Three Only
Total in Figures					38728207.43	INR Three Crore Eighty Sev Lakh Twenty Eight Thousand Two Hundred & Seven and Paise Forty Three Only
Quoted Rate in Words	INR Three Crore Eighty Seven Lakh Twenty Eight Thousand Two Hundred & Seven and Paise Forty Three Only					

Please Note:

1. The Minimum Wages Indicate is applicable as on 01.10.2022 inclusive of ESI, PF, GST, Holiday wages and Escalation.
2. The Bidder has to Quote only the Service Charges,
3. If the Bidder Quotes Nill Service Charges, Such Bid will be treated as Non Responsive & not considered for Bid Evaluation.
4. The Service charges shall remain constant throughout the contract period even though hike in the minimum wages.
5. In case of any Escalation in minimum wages, will be reimbursed.
6. National Holiday & Festival Holiday will be paid at actuals.
7. Applicable GST for Service Charges shall be shown separately which will be paid extra as per actuals.
8. The Lowest Bid will be decided upon by the lowest price quoted by the particular Bidder

Contractor Signature: Stamp & Seal:

PART- IV

NMPA BANK DETAILS FOR REMITTING EMD AND TENDER FEES

Name of Payee: The FA & CAO, NMPA, 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
