



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

TENDER DOCUMENT

FOR

**“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL
EXPERTISE AT NMPA FOR A PERIOD OF 3YEARS”**

| | |
|------------------------|--|
| Name of the work | : Service Contract for providing professional/technical expertise |
| Gem Bid No | : GEM/2023/B/3604318 Dated 23-06-2023 |
| Estimated tender value | : Rs. 8,01,17,280/- (Rupees Eight Crores One Lakh Seventeen Thousand Two Hundred and Eighty) Including GST |
| EMD | : Rs. 18,91,000/- (Eighteen Lakhs Ninety-one Thousand only)Including GST |
| Tender fee | : Rs. 1,680/- (One Thousand Six Hundred and Eighty) |
| Performance Security | : 03% of the total contract value including GST |
| Pre- Bid Meeting: | The Pre-bid meeting will be held with the prospective Bidders on 14/07/2023 at 11.00 hrs. |

PART - I

INDEX

| Sl.No. | Description |
|---------------|---|
| 1 | INSTRUCTIONS TO THE TENDERER (ITT) |
| 2 | GENERAL TERMS & CONDITIONS OF CONTRACT |
| 3 | SPECIAL CONDITIONS OF CONTRACT |
| 4 | SCOPE OF WORK |
| 5 | BOQ |
| 6 | PARTICULARS OF TENDERER – ANNEXURE 1 |
| 7 | FINANCIAL TURNOVER – ANNEXURE 2 |
| 8 | DETAILS OF EXPERIENCE – ANNEXURE 3 |
| 9 | TENDER FORM – ANNEXURE 4 |
| 10 | FORM OF AGREEMENT – ANNEXURE 5 |
| 11 | FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 6 |
| 12 | FORMAT FOR DECLARATION – ANNEXURE 7 |
| 13 | FORMAT OF POWER OF ATTORNEY – ANNEXURE 8 |
| 14 | FORMAT FOR PROPRIETORSHIP – ANNEXURE – 9 |
| 15 | DISPUTE REVIEW BOARD AGREEMENT – ANNEXURE 10 |
| 16 | BANK INFORMATION FOR E-PAYMENT – ANNEXURE 12 |
| 17 | HAND RECEIPT – ANNEXURE 13 |
| 18 | UNDERTAKING OF INDEMNIFICATION – ANNEXURE 14 |
| 19 | VERIFICATION OF LOCAL CONTENT – ANNEXURE 15 |
| 20 | CERTIFICATE FOR TENDERERS / BIDDERS SHARING LAND BORDER - ANNEXURE 16 |
| 21 | CERTIFICATE FOR TENDERERS / BIDDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING SHARING LAND BORDER – ANNEXURE -17 |
| 22 | PRE CONTRACT INTEGRITY PACT- ANNEXURE 18 |
| 23 | PART IV – NMPA BANK DETAILS |
| 24 | CHECKLIST |

1. INSTRUCTIONS TO THE TENDERER (ITT)

1.1 SCOPE OF BID

- 1.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Secretary on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of “**SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS**”

1.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit – *The tenderer is required to pay Rs. 18,91,000/- (Eighteen Lakhs Ninety-one Thousand only) Including GST as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the NMPA’s interest in all respects. RTGS receipt/evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause 1.2.1 No (s) below.*
- b) TENDER FEE for Rs.1,680/- (Rupees One Thousand Six Hundred and Eighty only) - inclusive of 12% GST - Non-refundable –NEFT/RTGS Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No.1.2.1 (s) below.
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected”.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexures 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) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, **duly certified by Statutory Auditor** shall be submitted as per **Annexure3.**
- h) Tender Form as per **Annexure- 4.**
- i) Form of Declaration – **Annexure-7**
- j) Format for Power of Attorney: - **Annexure -8**
- k) Dispute review Board – **Annexure 10**
- l) Bank Details of the Bidder for E-Payment –**Annexure-11.**
- m) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- n) Undertaking on indemnification –**Annexure 13**
- o) Declaration of Local Content – **Annexure -14**
- p) Certificate for Tenderers/ Bidders sharing Land Border- **Annexure-15**

- q) Certificate for Tenderers / Bidders for works involving possibility of sub contracting sharing Land border- **Annexure-16**
- r) Pre Contract Integrity Pact – **Annexure -17**
- s) 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 Udyam Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- t) Specimen Bank Guarantee for EMD – **Annexure 18**

1.2.2 Price Bid shall be uploaded only through ONLINE. Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the GEM portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for that tender Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through GEM portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through GEM portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed to have been included or covered by the other rates and prices in the Bill of Quantities.

1.3 **ELIGIBLE BIDDER:-**

- 1.3.1** The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 1.4.
- 1.3.2** All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -2, 3&4.
- 1.3.3** Government owned enterprises may participate only 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.
- 1.3.4** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 1.21.

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

1.4.1 The Bidder should have an average Annual financial turnover of Rs.2.4 Crore for the last 3 financial years 2020-2021, 2021-2022, 2022-2023.

Note:-1. Documentary evidence duly self attested viz – auditor’s certificates / balance sheet/latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

1.4.2 The Bidder should have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited and such works should be any of the following:

- a) Three similar completed works each costing not less than Rs 3.20 Crore Including GST and excluding ESI, PF.. OR

- b) Two similar completed works each costing not less than Rs. 4.0 Crore Including GST and excluding ESI, PF..OR
- c) One similar completed work costing not less than Rs. 6.4 Crore Including GST and excluding ESI, PF...

1.4.2.1 **“Similar Works”** means supply of professional/ technical expertise manpower for reputed Government/ Private organization.

Note: Experience of supply of security guards and housekeeping services shall not be considered as similar works.

1.4.2.2 In order to meet the Technical criteria as per clause No 1.4.2.1 above, the bidder shall submit the following documents along with the technical bid:-

1.4.2.2.1 The bidder shall submit self attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion certificate issued by the Client, indicating the date of Completion and payments made. In case of ongoing contracts, the contractor shall submit the satisfactory performance certificate indicating the period of the ongoing contract ending last day of month previous to the one in which applications are invited. The Bidder shall also enclose detailed BOQ and scope of work supporting the LOA/work order/agreement/completion certificates/performance certificates submitted in the bid. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

Note: In case of ongoing contracts, the bidder shall have executed similar works for a minimum of 02 years ending last day of the month previous to the one in which tenders are invited.

1.4.2.3 The Bidder shall have valid GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid, failing which the Bid is liable for rejection.

1.4.3 Even though the Bidders meet the qualifying criteria as per clause 1.4, 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 applicable, if they have:

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

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

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

1.5 RATES TO BE INCLUDED FOR ALL DEPLOYMENT EXPENSES

1.5.1 The contractor may visit the Port Authority before quoting. The Bidder should quote the rate by taking into consideration all expenses related to the work.

1.5.2 All expenses towards deployment of manpower, tools and tackles, safety measures etc. shall be borne by the Bidder and the Bidder will be paid only a flat rate of charges per month as per the rate quoted in the price bid Format (PART III) excluding GST, which shall be paid on actual based on documentary evidence.

- 1.5.3 The GST as applicable, will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.
- 1.5.4 GST will be paid on production of documentary proof of registration with the Central Excise Department only.
- 1.5.5 The contractor shall file the applicable tax & returns within the time and submit the documentary evidence.
- 1.5.6 ESI, EPF or any other statutory payments as applicable, if mandatory under law shall be paid to the deployed Manpower failing which, the bills shall not be honored and contract is liable for termination.

1.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

- 1.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or such of the partner authorized in the partnership deed.
- 1.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

1.7 ONE BID PER BIDDER

- 1.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 1.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
 - 1.7.2.1 Have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
 - 1.7.2.2 Submit more than one Tender in this Tendering process.
- 1.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 1.21, at the date of contract award, shall be disqualified.
- 1.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

1.8 BIDDER TO INFORM HIMSELF FULLY

- 1.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited NMPA 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.
- 1.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions etc. for

the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Ports accepts no liability or responsibility whatsoever therefore.

- 1.8.3** Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.9 EARNEST MONEY DEPOSIT (EMD)

- 1.9.1** Earnest money Deposit (EMD) should be of Rs. 18,91,000/- (Eighteen Lakhs Ninety-one Thousand only) Including GST. RTGS receipt of the same shall be uploaded along with the Technical Bid. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the NMPA's interest in all respects. Failure in submission of EMD will render the bidders disqualified, except in the case as per clause No 1.2.1 (s).
- 1.9.2** The Earnest Money Deposit of unsuccessful Tenderers except L2 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 and L2 Tenderer shall be refunded (without interest) only on receipt of Bank Guarantee as stipulated in the tender from the successful tenderer.
- 1.9.3** In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 1.9.4** The Earnest Money Deposit may be forfeited or firm may be debarred for a period of three (3) years from participating in the tenders of New Mangalore Port Authority duly informing the MSME authorities (if the firm has submitted MSME certificate as per clause No 1.2.1 (s)) if
- 1.9.4.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 1.9.4.2 the successful Bidder fails within the specified time limit to
 - 1.9.4.2.1 sign the Agreement or /submit the performance security or
 - 1.9.4.2.2 Fail to commence the work on the specified date as per LOA/Work order or
 - 1.9.4.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
 - 1.9.4.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
 - 1.9.4.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

1.10 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time beyond the stipulated 180 days. The request and the response, there to, shall be made in writing by post or by Fax/ email. A bidder may refuse the request without forfeiting his EMD. However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee.

1.11 AMENDMENTS:

- 1.11.1** 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 GEM/NMPA Websites.

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

1.12 LANGUAGE OF TENDER :

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the 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.

1.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 1.9 of Tender Document.

1.14 TENDERED CURRENCIES:

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

1.15 PRE BID QUERIES

Pre-bid queries shall be uploaded online only in the GEM portal on or before **14/07/2023** at 11.00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/GEM websites. The Pre-bid meeting will be held with the prospective Bidders on 14/07/2023 at 11.00 hrs.

1.16 TENDER OPENING AND EVALUATION:

1.16.1 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 GEM.

1.16.2 SCRUTINY AND EVALUATION OF THE TENDER

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

1.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

1.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the

contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

- 1.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 1.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- 1.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

1.16.3 OPENING OF PRICE BID:

- 1.16.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- 1.16.3.2 If the rate quoted by the bidders is below the limit specified as per GEM Portal, the price of the bidder shall be considered non-responsive and shall not be considered for further evaluation.
- 1.16.3.3 Evaluation is based on the total value of the contract.
- 1.16.3.4** The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 1.16.3.5** The Bidders has to quote the rate for the subject work as per the price Bid format in GEM- BOQ including GST.
- 1.16.3.6 The evaluation shall be done on the basis of **Lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- 1.16.3.7** The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port

Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

1.16.3.8 If the Bid of the successful Bidder is seriously unbalanced compared to the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

1.16.3.9 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

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

1.17 AWARD OF CONTRACT

1.17.1 Award Criteria

The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 1.3 and (b) qualified in accordance with the provisions of clause No 1.4.

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

Notwithstanding Clause no 1.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

1.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

1.19.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 1.20

1.19.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 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 Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the

LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

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

1.20 PERFORMANCE SECURITY for a sum equivalent of 03% of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall be kept valid for the total contract period of 3 years plus Six Months claim Period or for 42 months as the case may be. Thereafter, the Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 1.10 of ITT. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period.

The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

Note:-1.The Penalty for the delay in submission of the Performance guarantee within the above stipulated date 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.

1.21 CORRUPT OR FRAUDULENT PRACTICES

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

1.21.1 The Employer defines, for the purpose of these provisions, the terms set forth below as follows:

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

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

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

1.22 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.

1.23 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.

1.24 SETTLEMENT OF DISPUTES:

1.24.1 AMICABLE SETTLEMENT/CONCILIATION AND SETTLEMENT COMMITTEE(CSC):

Disputes of any kind arising between the Board of NMPA and the Contractor in 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 termination of the Contract, including any dispute as to any opinion, decision, instruction, determination, certificate, payment, or valuation under the contract, the matter in dispute shall in the first place, be referred in writing to the Secretary NMPA or his nominee/ representative and an attempt shall first be made by all the parties to settle such disputes amicably by serving a copy of such reference in writing to the other party and such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Secretary or Secretary's Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken or there is no decision within a calendar month, the decision shall be referred to the Conciliation Settlement Committee (CSC) to be Constituted by the Indian Ports Association (IPA) as per IPA guidelines dated 24.09.2021 within 30 days of the notification of the Secretary or Secretary's Representative decision or upon expiry of a calendar month as the case may be.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Principal Employer shall give effect forthwith to every such decision of the Secretary unless and until the same shall be revised, as hereinafter provided, in a CSC or an arbitral award.

Provided that, unless the parties otherwise, have exhausted the above remedies under the amicable Settlement provision and the CSC, the parties shall not invoke arbitration before the expiry of Thirty days after the day on which the notice of failure to settle such dispute was given by the CSC.

1.24.2 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 sole arbitrator so appointed is not ineligible for being appointed as an arbitrator under the fifth & sixth schedule of the Arbitration & conciliation Act 1996.

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 to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and the amended provisions thereto, 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 proceedings 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 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 arbitration 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 pass 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 at Panambur, Mangalore. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The Courts at Mangalore shall only have the Jurisdiction to entertain Arbitration Suits/ Arbitration Applications.

2.0 GENERAL TERMS AND CONDITIONS:

2.1 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:

- 2.1.1** "Principal **Employer**" means Board of Members of New Mangalore Authority, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Secretary or any other officers so nominated by the Board.
- 2.1.2** "**Contractor**" means the person or persons, firm, corporation or company whose tender has been accepted by the Principal Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 2.1.3** "**Contract**" means and includes Tender Documents, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 2.1.4** "**Contract Price**" means the total sum of money to be paid by the Principal Employer to the contractor on timely completion of the contract work as per Contract as defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 2.1.5** "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Principal Employer.
- 2.1.6** "**Work**" or "**Works**" shall mean the whole of the supply of required manpower / HR and Services to be provided and Service to be done executed or carried out by the contractor under the contract.
- 2.1.7** The "**Site**" shall mean the whole of the premises, buildings and grounds in or upon which the system or Services is or are to be provided, executed, erected, done or carried out.
- 2.1.8** The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
- 2.1.9** "**Approved**" or "**Approval**" shall mean approval in writing.
- 2.1.10** "**Month**" shall mean English Calendar Month.
- 2.1.11** "**Officer-in-charge/representative**" (**OIC**) shall mean Secretary or any officer authorized by the Board/Secretary for the purpose of this contract.
- 2.1.12** "**Local Content**" means the quality of service assessed in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the service(excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.1.13** "**Class – I local supplier**" means a supplier or service provider , whose goods , services or works offered for service , has local content more than or equal to 50%.
- 2.1.14** "**Class – II Local Supplier**" means a supplier or service provider, whose goods, services or works ordered for service , has local content more than 20% but less than 50%.
- 2.1.15** "**Non Local supplier**" means a supplier or service provider, whose goods, services or works offered for service, has local content less than or equal to 20%.

- 2.1.16 **“Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 2.1.17 **“L1” means** the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other service solicitation as adjudged in the evaluation process as per the tender or other service solicitation.
- 2.1.18 **Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 2.1.19 **“Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

2.2 **USE OF CONTRACT DOCUMENT:**

- 2.2.1 **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.
- 2.2.2 The contractor shall not, without prior consent, make use of any document of the contract except for the purpose of performing this contract.

2.3 **PAYMENT TERMS:**

- 2.3.1 Monthly payment along with applicable GST will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the attendance register, extract of wages payment Register and bank statement of the contractor for the month for which the contractor submits the bill, as documentary evidence towards payment of monthly remuneration as fixed vide clause no. 4.3 to the employees engaged. No advance payment shall be made.
- 2.3.2 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.

2.4 **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.

2.5 **TAXES:** The contractor shall pay the applicable GST and any other applicable statutory payment to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement of GST and release/ however the bill amounts by the Port. The Contractor/Bidder 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.

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

2.7 **PERSONNEL:** The contractor shall deploy the manning as per the duty timing fixed by NMPA. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the OIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the OIC in good condition after the completion of the Contract period.

2.8 **PAYMENT OF WAGES:** Payment of Salary for all the Manpower/ human resources supply as prescribed Scope of work 4.3

2.8.1 **Leave facilities:** The candidates selected will be permitted to avail 11 days Casual Leave at the rate of 1 day for each completed calendar month of the period of contract. No provision exists either for encashment of the non-availed portion of the Casual Leave or for carrying forward the said Leave to the next future contract assignment if any.

2.8.2 The contractor shall submit every month bill in duplicate duly indicating the monthly abstract of working Hours / working days to the respectivecontrolling officers.

2.8.3 The wages shall be paid by the contractor on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to furnished along with the bills.

2.9 **WELFARE MEASURES – Workmen Compensate insurance etc.:**

2.9.1 Contractor is liable to buy workmen compensation policy insurance to their staff at his own cost.

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

2.9.3 The Principal 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.

2.10 **TERMINATION OF THE CONTRACT**

2.10.1 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 Ninety (90) 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 duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

2.10.1.1 Forfeit the Performance Guarantee as it may consider fit;

2.10.1.2 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.

- 2.10.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security 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.
- 2.10.3 If at any time the contractor becomes insolvent or files an application for insolvency or any of his creditor 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.
- 2.10.4 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 Thirty (30) days. The contractor shall not have right of any claim on NMPA on account of such termination.

2.11 DEBARRING OF BUSINESS DEALINGS

- 2.11.1 In the event of premature termination of contract in terms of provisions of clause 2.10 above, NMPA shall also be entitled to **debar** the contractor for participation in future tenders of NMPA for a period of three (03) years.
- 2.11.2 Further, in case if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years.
- 2.11.3 Further As per Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding, -
 - 2.11.3.1 A bidder shall be debarred if he has been convicted of an offence:-
 - 2.11.3.1.1 Under the prevention of Corruption Act, 1988; or
 - 2.11.3.1.2 the India Penal code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of service contract.
 - 2.11.3.2 A bidder debarred under sub-section (3.15.3.1) or any of its successors of the bidder shall not be eligible to participate in a service process of any service entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS & D) will maintain such list which will also be displayed on the website of DGS & D as well as Central Public Procurement Portal.
 - 2.11.3.3 A service entity may debar a bidder or any of its successors, from participating in any service process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
 - 2.11.3.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2.12 POLICE VERIFICATION

- 2.12.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification details of all staffs are to be submitted prior to the commencement of the contract.

The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

2.13 SAFETY

The Bidder shall ensure that,

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

2.14 INSURANCE

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

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
 - c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

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

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

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.

- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Principal Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Principal Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Principal Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

2.15 INDEMNIFICATION

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

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

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify 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 Workman Compensation Act (Act VIII of 1923) as amended from time to time. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract. The Contractor shall submit a indemnity bond on a Rs.100 stamp paper as per the format at Annexure 14.

2.16 PERSONAL PROTECTIVE EQUIPMENTS

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness etc. by his staff at site/ office etc.

2.17 CONDUCT

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site/ office etc and for the preservation of peace and protection of persons and property at the work site/ office site as well as in the neighborhood of the works. The

Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

2.18 ACCIDENT

2.18.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or in connection with execution of the contract, report such accidents to the Officer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the OIC.

2.18.2 The Principal Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

2.19 RECORD OF ATTENDANCE

The Contractor shall ensure that all the staffs deployed are registered for Face recognition. This will be recorded for the purpose of attendance in the Port ERP system and intimated to the Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the Contractors.

2.20 IDENTITY CARD

It shall be the responsibility of the Contractor to issue employment card to each personnel as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

2.21 SUB-CONTRACTING

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

2.22 FORCE MAJEURE:

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

2.23 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 16**.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv. The beneficial owner for the purpose of [3.9.(iii)] above will be as under:

- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with

fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.

- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per **Annexure – 17**.

3.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

3.1 PERIOD OF CONTRACT :

The contractor shall carry out the work for a period of Three (3) years from the date mentioned in the work order and the contract may be extended for a further period of one year at a sole discretion of NMPA based on satisfactory performance of the contractor under the same Terms and Conditions and extension of validity of performance security at clause no. 1.20.If there is replacement, the escalation in remuneration is applicable to the employees who got additional one year or two years against the experience stipulated in the tender.

3.2 Addition& Alteration–

To take care of any change in the requirement during the period starting from issue of Work order/LOA till completion of the contract, NMPA reserves the right to increase or decrease the quantity of manpower to the extent of 10% of the staff to be deployed as per agreement without any change in the terms & conditions and prices quoted by the successful bidder.

The Wages for such additional/ altered work (manpower) under this clause shall be worked out in accordance with the Commercial bid.

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

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

3.5 Major Port Authority Act – 2021, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port shall be strictly followed and complied.

3.6 No accommodation/ transport facility will be provided by the port to the staff engaged by the contractor. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules, on the basis of engagement from the contractor.

3.7 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & Contract Labour (Regulation & Abolition) Karnataka Rules 1974 and the rules there under. The staff Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers and submit the same to the OIC immediately after commencement of the work.

3.8 The Contractor is liable to pay all Statutory Compensation to the staffs engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

3.9 The Contractor shall indemnify the Port Authority for any claim made towards statutory default or any action due to non fulfillment of the statutory obligations towards E.P.F., ESI etc.

3.10 If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the OIC or his representative.

3.11 DAMAGE CHARGES:

3.11.1 The Contractor will be penalized on following accounts;

3.11.1.1 In case of theft / damage to NMPA assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall be penalized for twice the sum of amount as assessed by NMPA for the said theft / damage.

3.12 **Warning Clause-** In case any complaint is received from users, the following Damage Charges will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:

- (a) First Complaint - Verbal Warning.
- (b) Second & Third Complaint - Written Warning/Show Cause Notice.
- (c) Fourth & Fifth Complaint - Deduction of ¼ amount of the Monthly bill.
- (d) Sixth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.

3.13 The staffs deployed for the service contract shall be as per the qualifications prescribed at clause No 4.0 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of OIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his/her attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately remove the staff from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period.

3.14 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Service Provider/contractor and no representation will be entertained in this regard by NMPA.

3.15 The person deployed by the Service Provider/Contractor shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.

3.16 The Service Provider/Contractor shall be contactable at all times and message sent by email/Fax/Special Messenger from the NMPA to the Service Provider shall be acknowledged immediately of receipt on the same day.

3.17 The Service Provider/Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.

3.18 The Service Provider/Contractor would be responsible for the leave record of the personal engaged by the agency.

3.19 The Service provider/Contractor will supply the list of Personnel to be deployed with full particulars such as age, qualification, experience, address, police verification details etc. before the commencement of the Agreement.

3.20 The Service provider/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output of the personnel deployed.

3.21 In case NMPA in its discretion finds any deployed person as not desirable and not suitable for whatever reasons at the sole discretion of the NMPA and upon so being notified by NMPA, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NMPA.

3.22 The Service provider/Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

3.23 The Service provider/Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

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

3.25 The Service provider/Contractor shall be obliged and solely responsible to comply with all statutory safety and security requirements in respect of the manpower engaged by the firm and the NMPA shall not be a party to any dispute arising out of such deployment by the Service provider.

3.26 The manpower deployed by the Service provider/Contractor under this contract shall be the employee of the Service provider and in no circumstance shall ever have any claim of employment with the New Mangalore Port Authority.

3.27 Registers and other Records to be maintained

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

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

3.28 Duties and Responsibility of Man Power Service:-

- (a) **Duty Timing:** 9.00 A.M. to 6.00 P.M. with 30 min Lunch break. Or such other NMPA notified timings, not exceeding 48 hrs in a week.
- (b) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. If any deviation , proportionate leave/salary shall be deducted from the monthly payment to the staffs.
- (c) The candidate should preferably have the knowledge of local language.

3.29 Integrity Pact

Pre-contract Integrity Pact has been provided in Annexure 18. The said document shall be signed in all pages by the signatory of the bidder, who signs the bid and returned with techno-commercial bid. Offer of those bidders who do not attach the integrity pact duly signed shall be summarily rejected without any further reference to the bidder.

3.30 Contractor's staffs shall not claim any type of compensation/ Absorption/ Regularization/ Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor.

4.0 SCOPE OF WORK

4.1 The scope of work includes service contract for supply of Professional/ technical expertise manpower.

4.2 Contractors Responsibilities

4.2.1 Deployment of staff for the professional/technical expertise, as per manning pattern in Clause No. 4.3 below. The Contractor shall ensure smooth operation of the works throughout the contract period by continuously monitoring the staffs deployed.

4.2.2 All the works shall be carried out by the contractor as per the direction of OIC or his representative.

4.2.3 Maintaining the Attendance Register for the staff in the prescribed format of NMPA which shall be periodically checked and verified by officer i/c or his representative. The monthly attendance report of the deployed staff shall be submitted by the Contractor to Officer i/c every month along with the bill.

4.2.4 Maintaining good liaison and cordial relations with the Port staff

4.3 Manpower Required to be supplied :

| Sl.No. | Department | Job description | Qualification & Experience | Age limit | Location & No. of Positions | Monthly Remuneration payable by contractor (Excluding TAX and Service Charges) |
|--------|------------|--------------------------------|---|--------------|-----------------------------|--|
| 1. | i) | Executive Assistant | <p>Qualification: Graduation with diploma in computer application/information technology, a certificate in senior/short hand & senior English typing or Diploma in commercial practice.</p> <p>Experience: Minimum 5 years as EA/PS/PA to the top management/CEO of a reputed private/public sector organization.</p> | Less than 35 | Mangalore -1 | Rs.50,000/- |
| | ii) | Executive Assistant Junior | <p>Qualification: Graduation with diploma in computer application/information technology.</p> <p>Experience: Minimum 5 years in a reputed private/public sector organization. preferably as EA/PS/PA to the top management/CEO</p> | Less than 35 | Mangalore -1 | Rs.40,000/- |
| | iii) | Manager (Strategic Management) | <p>Qualification: Any recognized degree with post graduate degree/MBA/equivalent qualification from a recognized</p> | Less than 45 | Mangalore -1 | Rs.1,00,000/- |

| | | | | | | |
|----|------------|---|--|--------------------|--------------|---------------|
| | | | national/international university. Experience: 7 Years work experience in the area of business development and trade promotion in a service sector/Public Sector/Private Sector Entity. | | | |
| | iv) | Manager (Corporate Legal) | Qualification: Degree in Law from a recognized National/International University. Experience: 8 Years work experience in legal wing of Corporates/litigation/Public Sector. | Less than 45 | Mangalore -1 | Rs.1,00,000/- |
| | v) | Dy. Manager (Contract & PPP Management). | Qualification: Graduate degree in Mechanical/Electrical Engineering from a recognized National /International University. Experience: 5 Years work experience in Project Implementation/Stores Management. | Less than 45 | Mangalore -1 | Rs.80,000/- |
| | vi) | Dy. Manager (Corporate Relations & Communications) | Qualification: Post Graduate degree in Marketing/ Mass Communication/Journalism/Public Relations from a recognized National /International University. Experience: 5 Years work experience in Marketing/Mass Communication/Media/Public Relations. | Less than 45 | Mangalore -1 | Rs.80,000/- |
| | vii) | Consultant (HR & Liasion) | Qualification: Degree from a recognized University and Diploma in computer application. Experience: 15 years in the field of HRM, Personnel, Labour and I.R matters in Central Govt/Major Ports | Less than 65 years | New Delhi -1 | Rs. 50,000/- |
| 2. | Finance i) | Assistant Manager –Networks | Qualification: First Class in Four Year B.E/B.Tech or M.E/M.Tech in | Less than 35 | Mangalore -1 | Rs.75,000/- |

| | | | | | |
|------|--------------------------------|---|--------------|--------------|--------------|
| | | <p>computer science & Engineering or Information Science or Information Technology or Information Security, recognized by AICTE.</p> <p>Experience: Minimum 3 years of post qualification hands-on experience in managing Networks of any reputed organization.</p> <p>Certification: CCNP-Routing and switching Cisco certified network professional/INCIP- ENT Juniper networks certified Internet professional/ACEP- Aruba certified edge professional/ECS- Extreme networks certified specialist.</p> | | | |
| ii) | Assistant Manager- IT Security | <p>Qualification: First Class in Four Year B.E/B.Tech or M.E/M.Tech in computer science & Engineering or Information Science or Information Technology or Information Security, recognized by AICTE</p> <p>Experience: Minimum 3 years of post qualification hands-on experience in managing IT Security of any reputed organization.</p> <p>Certification: CISSP-Certified information systems security professional/CCNP-Security Cisco certified network Professional/INCIP-SEC- Juniper networks certified internet professional security/NSE-6-Network security analyst/PCNSE Palo Alto networks certified network security engineer.</p> | Less than 35 | Mangalore -1 | Rs.75,000/- |
| iii) | Software Engineer | <p>Qualification: First Class in Four Year B.E/B.Tech or M.E/M.Tech in computer science & Engineering or Information Science or Information Technology or Information Security, recognized by AICTE</p> | Less than 35 | Mangalore -1 | Rs. 50,000/- |

| | | | | | | |
|----|--------------|-------------------------------|--|-------------|--------------|---------------|
| | | | Experience: Minimum 3 years of postqualification hands-on experience in e-governance applications of Govt. of India such as CPP, GeM Portals e-HRMS,e-office etc. | | | |
| 3. | Civil i) | Project Engineer (Civil) | Qualification: Degree/Diploma in Civil Engineering from recognized university. Experience: Minimum 5 years of experience with latest knowledge of Auto CAD & Civil Software. | Below 35 | Mangalore-5 | Rs. 45,000/- |
| | ii) | Manager (PPP) | Qualification: Graduation with MBA/PGDM or similar degree from Institution of National Importance. Experience: Minimum 7 years of consulting Experience with minimum 3 PPP Projects executed in Ports and Maritime sector. | Below 50 | Mangalore -1 | Rs.1,25,000/- |
| | iii) | Deputy Manager- (GIS) | Qualification: First Class Graduate in civil Engineering or M.SC (Geo-informatics) or M.Plan or Graduation in Remote Sensing or related subjects from a recognized university with 1. Working knowledge on GISapplication. 2. Working knowledge in AutoCAD with latest version. Experience: Minimum 7 years of consulting Experience with minimum 3 PPPProjects executed in Ports and Maritime sector. | Below 50 | Mangalore -1 | Rs.80,000/- |
| 4. | Marine i) | Executive (Marine Tenders) | Qualification: A Degree in Engineering with PG Diploma in computer applications. Experience: Minimum 5 years experience in preparing estimates and tendering process. | Below 40 | Mangalore-2 | Rs.50,000/- |
| | ii) | Executive (Marine | Qualification: | Below | Mangalore-1 | Rs.50,000/- |

| | | | | | | |
|----|------------|---|--|----------|-------------|--------------|
| | | Communication) | A Degree in Electronics & communication engineering. Experience: Minimum 5 years of post qualification experience in repairs of communication equipments. | 40 | | |
| 5. | Mechanical | Engineer (Electronics & Communication) | Qualification: BE/B.tech in Electronics and Communication. Experience: Minimum 5 years of experience in operation and maintenance of solar power plant of 2MW capacity or above. Planning, Designing, Preparing estimates and execution of ground mounted/roof top mounted solar systems and related works. | Below 35 | Mangalore-1 | Rs.45,000/- |
| | ii) | Engineer (Information Technology Assets) | Qualification: BE/B.Tech in Information Technology/Computer Science. Experience: Minimum 5 years in operation and maintenance of CCTV,IT Infrastructure, Face recognition based attendance system, RFID based access control, Telecommunication Network, System Software, Integration of hardware's access control, Building automation etc .Planning, Designing Preparing estimates and execution of CCTV,IT infrastructure and related works. | Below 35 | Mangalore-2 | Rs.50,000/- |
| | iii) | Engineer (Electrical) | Qualification: BE/B.Tech in Electrical/Electronics/Power Systems. Experience: Minimum 5 years in operation and maintenance of HT Electrical installation. Planning, Designing, Preparing estimates and execution of electrical related works. | Below 35 | Mangalore-2 | Rs.50,000/- |
| | iv) | Technical Support Assistant | Qualification: Degree in Mechanical Engineering with Diploma or certification in Computer | Below 50 | Mangalore-1 | Rs. 40,000/- |

| | | | | | | |
|----|---------------|---|---|----------------------|-------------|--------------|
| | | | Applications. Experience: 5 Years. | | | |
| 6. | Traffic i) | Executive Assistant (Business Development Cell) | Qualification: Post Graduation in Business Administration. Experience: i. Minimum one year experience in a fast moving/ unstructured environment in Sales/ Marketing ii. Excellent working knowledge of MS word, MS Excel, MS PowerPoint. iii. Good primary and secondary research skills. iv. Very good communication skills. v. Meticulous documentation skills. vi. Good multitasking abilities. | Up to 35 Years | Mangalore-1 | Rs. 40,000/- |
| | ii) | Executive Assistant (Land Management) | Qualification: Degree or diploma in Civil engineering or MBA from a recognized university or institute. Experience: At least one year experience in land allotments, surveying, Tendering, Establishment work preferably in a Government office or public sector undertaking or autonomous body or statutory organization with experience in marketing & business development. | Up to 40 years | Mangalore-1 | Rs. 35,000/- |

An escalation of remuneration by 5% will be given if the employee is engaged for second year / third year of the contract.

The qualification prescribed shall be from a recognized institution or university acceptable to NMPA and the experience shall be post qualification.

The remuneration, as fixed against each category given above, should be paid to the deployed manpower without any deductions (except the applicable statutory deduction) to their bank account directly every month and proof of the same should be submitted to NMPA along with the monthly bills.

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

(Jijo Thomas)

Secretary

BOQ

| Sl.No. | Department | Job description | Location & No. of Positions |
|---------------|-------------------|--|--|
| 1. | GAD | Executive Assistant | Mangalore -1 |
| | | Executive Assistant Junior | Mangalore -1 |
| | | Manager (Strategic Management) | Mangalore -1 |
| | | Manager (Corporate Legal) | Mangalore -1 |
| | | Dy. Manager (Contract & PPP Management). | Mangalore -1 |
| | | Dy. Manager (Corporate Relations & Communications) | Mangalore -1 |
| | | Consultant (HR & Liaison) | New Delhi -1 |
| 2. | Finance | Assistant Manager –Networks | Mangalore -1 |
| | | Assistant Manager- IT Security | Mangalore -1 |
| | | Software Engineer | Mangalore -1 |
| 3. | Civil | Project Engineer (Civil) | Mangalore-5 |
| | | Manager (PPP) | Mangalore -1 |
| | | Deputy Manager- (GIS) | Mangalore -1 |
| 4. | Marine | Executive (Marine Tenders) | Mangalore-2 |
| | | Executive (Marine Communication) | Mangalore-1 |
| 5. | Mechanical | Engineer (Electronics & Communication) | Mangalore-1 |
| | | Engineer (Information Technology Assets) | Mangalore-2 |
| | | Engineer (Electrical) | Mangalore-2 |
| | | Technical Assistant Support | Mangalore-1 |
| 6. | Traffic | Executive Assistant (Business Development Cell) | Mangalore-1 |
| | | Executive Assistant (Land Management) | Mangalore-1 |

PARTICULARS OF BIDDER:

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

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

Signature & seal of the Bidder

PRE-QUALIFICATION OF BIDDERS

1. FINANCIAL TURNOVER

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

A: Banker's Details:

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

B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2020-2021, 2021-2022 and 2022-2023

| Financial Year | Turnover | | |
|--|-----------|-----------|-----------|
| | 2020-2021 | 2021-2022 | 2022-2023 |
| i.e. LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR | | | |
| | | | |

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

Attachments :-

- i) Financial reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.

- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Bidder over the last three Financial years [**2020-2021, 2021-2022 and 2022-2023**]

Signature & Seal of the Bidder

ANNEXURE-3

DETAILS OF EXPERIENCE

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

| Sl. No. | Name of Work | Work Order and Date | Value of the Contract |
|---------|--------------|---------------------|-----------------------|
| | | | |

Signature of Tenderer with Company Seal

NOTE: Photo copies of work order and Performance Certificate issued by the Client are to be enclosed along with the tenderer's offer. Additional sheets may be used if necessary.

TENDER FORM

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

To,

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

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**. we the undersigned, offer to execute the Service 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 10% (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 Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 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 Trust in Rupees.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

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

(IN BLOCK CAPITALS)

Signature:

Witness

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 2021 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 **“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**

” and Guaranteeing the performance for a period of 3 years 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 Annexure
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.

1.24.3 In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”** in conformity in all respects with the provision of the Contract.

1.24.4 The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of **“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**

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

- 5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as ADMIN...../2023..... dated...../...../2023 and contains with.....pages in all.

Signed, sealed and delivered

by _____ for and on behalf of

(Contractor)

Witness:

1.

COMPANY SEAL

2.

SECRETARY

For and On behalf of the NMPA

(Board)

Witness

1.

2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Authority Act 2021 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **““SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**.vide Work Order No._____(hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the ----- Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. 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 _____).
2. 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.
3. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Secretary/Secretaryi/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____,all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. _____/-(Rupees _____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ---/---/2022.

Dated ----- day of -----2022

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

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 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 Principle 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) 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)

(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/ Partners) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors/Partners, ----- -- (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/Partners), 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:

1.24.5 To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **““SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**

- a) ”. 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/Partners) in terms of the powers delegated to me by the Board of Directors/Partners 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/Firm.

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

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

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

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors/ Partners) 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)

FORMAT FOR PROPRIETORSHIP

To,
The Secretary,
New Mangalore Port Authority,
Panambur

Sir,

Name of the Work: **“SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS”**
”.

Ref.: E-tender No. _____

This is to inform you that I Mr. (Name)_____is the sole proprietor of M/s. _____having their registered office at _____(Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by New Mangalore Port Authority.

Sign and Seal of the Bidder/ Bidders Authorized representative

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

THIS AGREEMENT, made and entered into this Day of _____20_____ Between ("the Principle Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board") consisting of One/three DR Board Members, (Members from either party, i.e contractor and Principle Employer/ Board)

(1)

(2)

(3)

[Note Delete whatever is not applicable]

WITNESSETH, that

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

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

The DR Board Members

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

Member.

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

of the meetings and circulate them for comments of the parties and the Secretary or Secretary's Representative

11. Procedure for disputes referred to the DR Board :

- a) If either party objects to any action or inaction of the other party or the Secretary or Secretary's Representative, the objecting party may file a written Notice of Dispute to the other party with a copy to the Secretary or Secretary's Representative stating that it is given pursuant to Clause *[number]* and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Secretary or Secretary's Representative stating that it is made pursuant to *(insert relevant clause no.)*.
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Principle Employer/ Board, and the Secretary or Secretary's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Principle Employer/ Board, the Contractor and the Secretary or Secretary's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 Conduct of Hearings:

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

circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Note Delete if it is one member DR Board]

13. If during the contract period, the Principle Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Principle Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway.

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

Bank Information for E-Payment

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

Signature and seal of the Bidder

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 : Administration

Cash Book Voucher No.

Dated:

1. Pay by Cheque / ~~Cash~~

2. Paid by me

Received from the Sub Divisional Officer-in-charge ofSub 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 with the Tender No. _____ for the work of “SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS” vide Receipt No. _____ dtd. - -2022.

Seal & Sign. Of the Tenderer

Date:

Signature of Payee:

Witness:

- ◆ The officer 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.

UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnified, defend and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnified against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by us.

We _____ (Bidders name) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

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

We _____ (Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

Sign and Seal of the Bidder/ Bidders Authorised representative

VERIFICATION OF LOCAL CONTENT

| Tender No & Name of the work | Bidder shall enter , the % of Local staff he will be deploying incase the work is awarded to them (%) |
|--|--|
| SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS | |

Certificate for Tenderers / Bidders sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the 'PRINCIPLE EMPLOYER' has invited bids for “**SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 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 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER'

- 1.1 The 'PRINCIPLE EMPLOYER' undertakes that no official of the 'PRINCIPLE EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'PRINCIPLE EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'PRINCIPLE EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'PRINCIPLE EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'PRINCIPLE EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PRINCIPLE EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PRINCIPLE EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' or alternatively, if any relative of an officer of the 'PRINCIPLE 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 'PRINCIPLE EMPLOYER'.

4. Previous Transgression

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

5. Earnest Money (EMD)

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

- (i) RTGS/NEFT in favour of NMPA
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'PRINCIPLE EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'PRINCIPLE EMPLOYER' shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Performance Security shall be valid upto a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' to the BIDDER on Earnest Money/Performance Security for the period of its currency.

6.Sanctions for Violations

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

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'PRINCIPLE EMPLOYER' and the 'PRINCIPLE EMPLOYER' shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the 'PRINCIPLE 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 'PRINCIPLE

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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' resulting from such cancellation/rescission and the 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' with the BIDDER, the same shall not be opened.

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

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

7. Fall Clause

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

8. Independent Monitors

8.1 The 'PRINCIPLE 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 'PRINCIPLE EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'PRINCIPLE 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 'PRINCIPLE 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 'PRINCIPLE EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the ‘PRINCIPLE EMPLOYER’ and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at _____ on ____/____/2022

PRINCIPLE EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

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 Members of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of **SERVICE CONTRACT FOR PROVIDING PROFESSIONAL/TECHNICAL EXPERTISE AT NMPA FOR A PERIOD OF 3 YEARS** [name of contract] under Invitation for Tenders No.-----dated XX/XX/2023 [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 Principle 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 otherwise extended or informed by the Principle 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.

This bank Guarantee shall be encasheable at our _____ Branch at Mangalore

[signature(s)]

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

PART- II

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 |

PART- III

CHECK LIST

Tender No: -----

Dated: XX/XX/2023

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

| DETAILS OF DOCUMENT TO BE SUBMITTED | | | YES | NO |
|-------------------------------------|---|--|-----|----|
| TECHNICAL BID | 1 | RTGS receipt of Earnest Money Deposit (EMD) and Cost of Tender or supporting document for exemption of EMD & Tender Fee as per clause 2.9. | | |
| | 2 | Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded. | | |
| | 3 | Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation. | | |
| | 4 | Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate. | | |
| | 5 | Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any | | |
| | 6 | a) Annexure – 1 -Particulars of tenderer . b) Annexure – 2 - Financial Turnover c) Annexure – 3 – Details of experience d) Annexure – 4 – Tender Form e) Annexure–5 – Format of performance security deposit bank guarantee f) Annexure – 7 – Format of Declaration | - | |

| | | | | |
|------------------|--|--|--|--|
| | | <ul style="list-style-type: none"> g) Annexure – 8 –Format of Power of Attorney h) Annexure – 9-Format of Proprietorship i) Annexure – 10 - Dispute review Board agreement j) Annexure – 12 – Bank information for E-payment k) Annexure – 13 –Hand Receipt l) Annexure – 14 – Undertaking on indemnification m) Annexure – 15- Verification of Local Content n) Annexure – 16- Certificate for tenderers / bidders sharing land border o) Annexure-17- Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border p) Annexure – 18 – Pre Contract Integrity Pact. q) Annexure–19 – Specimen Bank guarantee form for EMD deposit bank guarantee | | |
| PRICE BID | PART-III - Price Schedule (Online Mode Only) | | | |