

NEW MANGALORE PORT AUTHORITY

MARINE DEPARTMENT

TENDER No. NMPA/AE-MW/VTs-MISC/2023/14 dated 04-12-2023
NIT No. NMPA/AE-MW/VTs-MISC/2023/14 dated 04-12-2023

e-tender No. 2023_NMPT_783636_1



TENDER DOCUMENT

FOR

**“Outsourcing Miscellaneous works
at VTS for a period of 03 years”**

Estimated Amount	₹27,37,130/- Excluding GST
E.M.D	₹64,600/-
Tender Fee	₹560/-

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IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL

This is an **E-Tender** event of **NMPA**. You are requested to read the terms & conditions of this tender before submitting your online tender. BIDDERS who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2	Bidder then logs into the portal giving user id / password chosen during enrollment.
3	The e-token that is registered should be used by the bidder and should not be misused by others. The bidder participating in the tender shall upload the tender in CPP website. If the tender uploaded by any other firm, the tender shall be rejected summarily.
4	DSC (Digital Signature Certificates) once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7	The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on http://eprocure.gov.in/eprocure/app or www.newmangalore-port.com Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9	Bidder should arrange for Tender Fee and EMD as specified in the tender. The proof of payments made towards Tender Fee and EMD to be submitted along with technical bid.
10	The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13	It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14	The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15	The bidder has to upload the Technical bid in full shape in CPP Website only. The documents uploaded in CPP website should be legible, otherwise it will be treated as invalid document. The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
16	At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

19	The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	Tender Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD. The EMD of successful Bidder will be released/ Refunded upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD.
24	If the successful bidder fails to sign the AGREEMENT within the stipulated time, the contract shall be cancelled and EMD shall be forfeited as per Clause No. 10 of GCC .
25	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26	The GST applicable shall be paid extra as applicable.
27	While imposing penalty GST shall be collected.
28	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT . Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA . Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
29	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
30	No deviation to the technical and commercial terms & conditions are allowed.
31	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

32	<p>A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of NMPA / CPP.</p>
33	<p><u>PRE-BID QUERIES</u></p> <p>i. Upload their questions/queries in the CPP Website.</p> <p>ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, NMPA, well in advance through e-mail dyconservator@nmpt.gov.in / me-section@nmpt.gov.in.</p> <p>iii. The pre-bid queries will be received up to 11-12-2023 at 1500 hours. Pre-bid queries will not be entertained after the cutoff date & time.</p> <p>iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in Port and CPP websites. Non submission of pre-bid queries will not be a cause for disqualification of a Bidder.</p>
34	NMPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
35	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. <u>www.eprocure.gov.in/eprocure/app</u> of CPP Portal.
36	The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
37	The bid will be evaluated based on the filled-in Technical & commercial formats.
38	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.
39	<p><u>Nodal Officer:</u></p> <p>The Assistant Engineer, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore.</p> <p>Email id ✉: jayantha.k@nmpt.gov.in, Ph ☎: 0824-2887252</p>
40	BOQ format available in “ BOQ ” Section of CPP website.

NEW MANGALORE PORT AUTHORITY
MARINE DEPARTMENT

NOTICE INVITING TENDER (NIT)

NIT No. NMPA/AE-MW/VTS-MISC/2023/14

Date: 04-12-2023

Title of Work “Outsourcing Miscellaneous works at VTS for a period of 03 years”

The Deputy Conservator, New Mangalore Port Authority invites **e-tenders** in **Two Bid system** (Technical Bid and Price Bid) on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.

Details of Estimated cost, Tender fee, EMD and Schedule of Tender (SoT) for participation in this tender are given below:

1	TENDER No.	NMPA/AE-MW/VTS-MISC/2023/14 Dated 04-12-2023	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through e-procurement portal www.eprocure.gov.in/eprocure/app	
3	e-Tender No.	2023_NMPT_783636_1	
4	Estimated cost	₹27,37,130/- Excluding GST	
5	Earnest Money Deposit as per Clause No. 2.6 (a) of ITB	₹64,600/-	
6	Tender Fee	₹560/- (500 + 12% GST) Non-refundable.	
7	Date of NIT available to parties to download	04-12-2023	at 1230 hrs

8	Date of Starting of online Pre-bid queries	04-12-2023	at 1230 hrs
9	Date of Closing of online Pre-bid queries	11-12-2023	at 1500 hrs
10	Date of Starting of e-Tender for submission Bid on line at www.eprocure.gov.in/eprocure/app	18-12-2023	at 1000 hrs
11	Date of closing of e-Tender for submission of Bid.	28-12-2023	at 1500 hrs
12	Date & Time of opening of Technical Bid.	29-12-2023	at 1530 hrs
13	Date & Time of opening of Price Bid	To be communicated separately by e-mail	
14	Work Contract period	3 years from the date of commencement of work.	
15	Validity of Tender	90 days from the last date of submission of bids.	

Note: Amendments to the tender (if any) will be issued only through website www.newmangaloreport.gov.in and on CPP Portal (Central Public Procurement Portal) www.eprocure.gov.in/eprocure/app.

Sd/-
Deputy Conservator
New Mangalore Port Authority

NEW MANGALORE PORT AUTHORITY

MARINE DEPARTMENT

Minimum Qualification Criteria of the tender (MQC):

1.1	<p>AVERAGE ANNUAL TURNOVER</p> <p>Average Annual Financial Turnover during the last three years ending 31st March 2023, should be at least ₹8,21,139/-.</p> <p>Bidders have to submit the following:</p> <p>Audited Financial Statements for the last three financial years [2020-21, 2021-22 and 2022-23] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.</p>						
1.2	<p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (No subcontract work will be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs / Private Company during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">One similar completed work costing not less than (OR)</td><td style="padding: 5px; text-align: right;">₹21,89,704/- excluding GST</td></tr> <tr> <td style="padding: 5px;">Two similar completed works each costing not less than (OR)</td><td style="padding: 5px; text-align: right;">₹13,68,565/- excluding GST</td></tr> <tr> <td style="padding: 5px;">Three similar completed works each costing not less than</td><td style="padding: 5px; text-align: right;">₹10,94,852/- excluding GST</td></tr> </table> <p>Bidder should have GST registration and copy of same to be submitted.</p>	One similar completed work costing not less than (OR)	₹21,89,704/- excluding GST	Two similar completed works each costing not less than (OR)	₹13,68,565/- excluding GST	Three similar completed works each costing not less than	₹10,94,852/- excluding GST
One similar completed work costing not less than (OR)	₹21,89,704/- excluding GST						
Two similar completed works each costing not less than (OR)	₹13,68,565/- excluding GST						
Three similar completed works each costing not less than	₹10,94,852/- excluding GST						

"Similar Work" means

“Supply of Manpower for Office works / Technical works / Conservancy works / Miscellaneous works / Maintenance works / Housekeeping works”

The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for **Minimum Qualification Criteria viz. Work Order/Agreement** copies for similar works, **Satisfactory Work Completion Certificates** from client's letter head (**Not in bidder's letter head**) indicating **contract period & Total executed contract value excluding GST. TDS certificate** towards the proof of payment received from the clients to be submitted.

ONGOING CONTRACTS:

Completed portion of ongoing contract will be considered. The Bidder shall submit **SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract** from its client stating the executed value of contract **excluding GST.**

INSTRUCTIONS TO BIDDERS (ITB)

2.1 E- Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**Outsourcing Miscellaneous works at VTS for a period of 03 years**”

2.2 TENDER SUBMISSION:

a) **Technical Bid** shall contain all the documents as **per clause 2.16 of ITB**. The proof of payments made towards **Tender Fee** and **EMD** (receipt of NEFT / RTGS / SBI collect) to be submitted along with technical bid.

In case bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then bidder shall submit the **Original document (hard copy)** for the same prior to cut off date and time of **technical bid opening**.

b) **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE**. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected”**.

2.3 LAST DATE FOR SUBMISSION OF TENDER:

The last day for submission of tender is **28-12-2023**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “**Power of Attorney**” from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid “**Power of Attorney**” as per **Annexure 6** or **firm's Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit “**Power of Attorney**” however, firm has to submit the **Declaration** as per **Annexure-8**.

2.5 BIDDER TO INFORM HIMSELF FULLY

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.
The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India;, and other Statutory bodies, **NMPA** Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with **NMPA**.
- iii 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.
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **₹64,600/-** in the form of **Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee** from any of the commercial Banks or payment online in an acceptable form, which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid and summarily rejected.**

In case bidder claims exemption of **Tender Fee** and **EMD** as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and 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 the Ministry of MSME.

- b EMD in the form of Bank Guarantee (as per **Form -5**) of shall have a validity period of **06 months** and claim period of **03 months**.
- c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of **90 days** from the latest closing date of submission of tender, the tender shall be cancelled and EMD shall be forfeited.
- d The Earnest Money Deposit of **unsuccessful BIDDERS** shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the **successful BIDDER** shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender **Clause 19 of GCC**.
- e In the event of forfeiting the EMD, GST as applicable shall be collected.

2.7 ACCEPTANCE OF TENDER:

NMPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the **lowest** offer.

2.8 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **90 days** from the **last date of submission of bids**. **NMPA** reserves their right to extend the **last date of submission of bids**. The request and the response, there to, shall be made in writing by post, email or by Fax. However, if any BIDDER agrees to extend the validity of his Tender, he shall not be permitted to modify his tender. **Incase extension of validity of tender if required, it shall be done by mutual consent of Port and bidder.**

2.9 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, **NMPA** reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- ii The Addenda/Corrigenda so issued shall form part of the tender document 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 upload the same along with his Tender duly signed and sealed in all pages.**

2.10 ERRORS IN THE TENDER DOCUMENT:

- i Tender shall be prepared, signed and uploaded only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.
- ii The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the **NMPA** or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.11 LANGUAGE OF TENDER :

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the **NMPA** shall be written in the **English language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the 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 cancellation of bid.

2.13 CURRENCY:

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

2.14 CONTRACT WORK

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the Work described in the Tender Documents with particular reference to the specifications, schedules, etc. annexed hereto.

2.15 CONTRACT PRICE

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure 9**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

2.16 TECHNICAL BID

The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.	
1	<p>Tender Fee and EMD:</p> <p>a) The tender shall be accompanied by Tender Fee of ₹560/- through NEFT / SBI Collect, which is stipulated in the tender. The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</p> <p>b) The tender shall be accompanied by Earnest Money Deposit of ₹64,600/- through NEFT / RTGS / SBI Collect / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid and rejected summarily.</p> <p>In case bidder claims exemption of Tender Fee and EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and 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 the Ministry of MSME.</p>
2	<p>Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums if any, to be submitted duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications as per Clause No.2.4 of ITB.</p>
3	<p>Power of Attorney as per Annexure-6 or Firm's Power of Attorney to be submitted.</p> <p>The Proprietorship firm need not submit "Power of Attorney" however, firm has to submit the Declaration as per Annexure-8.</p>
4	<p>Audited Financial Statements for the last three financial years [2020-21, 2021-22 and 2022-23] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.</p> <p>Average Annual Financial Turnover is calculated as follows:</p> <p>Annual Turnover of 2020-21 = A Annual Turnover of 2021-22 = B Annual Turnover of 2022-23 = C</p> <p>Average Annual Turnover = $\frac{A+B+C}{3}$</p>

5	Experience on similar works as per Clause 1.2 of MQC executed during the last Seven years ending on last day of month previous to the one in which tenders are invited.	
	a	The document (Work Order / Agreement) submitted shall clearly indicate the Contract Price and Contract Period .
	b	Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the total executed contract Price and Contract Period .
6	TDS certificate towards the proof of payment received from the clients to be submitted.	
7	GST Registration certificate. The tender not accompanied with GST Registration certificate is summarily rejected.	
8	PAN Card Copy	
9	Bidder Information form (Annexure -1).	
10	Minimum Qualification Criteria of BIDDERS (Annexure -2) to be typed in Bidder's Letter Head.	
11	Undertaking for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums (Annexure -3)	
12	Bankers Details (Annexure -4)	
13	Covering letter in firm's letter head. (Annexure -5)	
14	Information regarding Debarred (Annexure -7) Bidder shall give declaration in Annexure-7 for not having been debarred or de-listed by any government, semi-government agency or PSUs.	
15	Declaration for Proprietorship firm (Annexure-8) if applicable	
16	The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.	
17	1) Technical offer with counter condition shall be liable for rejection and disqualification . 2) All Annexure to be neatly typed in firm's letter head and submitted.	

2.17 Techno-commercial Pre-Bid Enquiries / Clarification

If any Clarification on Techno-commercial aspects, same may be forwarded to the **Deputy Conservator, NMPA**. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Authority shall be communicated to the BIDDERS through **CPP** and **Port websites**.

2.18 TENDER OPENING AND EVALUATION

i OPENING OF TECHNICAL BID:

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT & Important Instructions of CPP.

ii SCRUTINY AND EVALUATION OF THE TENDERS:

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.
- b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. 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.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
- d) 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.

- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

2.19 OPENING OF PRICE BID:

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such BIDDERS shall be opened online.

2.20 DISQUALIFICATION

Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:

- i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii. Records of poor performance during **the last five years**, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of **litigation** resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iii. On account of currency of debarment by any Government agency.

2.21 FALSE INFORMATION

The Bid will be summarily rejected & disqualified and bidder shall be debarred for a period of up to **three (3) years** from participating for tenders at NMPA, duly informing the MSE authorities as applicable, if:

- a) Any of the documents furnished by the bidder is found to be wrong / false **during scrutiny** ; and/or
- b) Any of the documents furnished by the bidder is found to be wrong / false **during the contract period**, contract will be terminated and performance security will be forfeited.

2.22 RESPONSIVENESS

The bidder has to submit the following documents, failing which the Bid will be treated **invalid and rejected summarily. Bidder shall not have any claim on this account later on.**

1. **Tender Fee** details (or) **MSME/NSIC Certificate** as per **Clause No. 2.16 (1) of ITB.**
2. **EMD** details (or) **MSME/NSIC Certificate** as per **Clause No. 2.16 (1) of ITB.**
3. **GST Registration Certificate.**

GENERAL CONDITIONS OF CONTRACT

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:

- a) "**Employer**" means **Board of Members** of New Mangalore Port, 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 Deputy Conservator or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the **Employer**.
- f) "**Work**" or "**Works**" shall mean the **Outsourcing Miscellaneous works at VTS** to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "**Site**" shall mean the area of working place.
- h) "**Approved**" or "**Approval**" shall mean approval in writing.
- i) "**Month**" shall mean English Calendar Month.
- j) "**Engineer-in-charge/representative**" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) "**SOT**": **Schedule of Tender**
- l) **NMPA** or **Port** means New Mangalore Port Authority, Panambur.

2 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the work within **30 days** from the date of issue of Work Order.

3 CONTRACT PERIOD

The contract period is for **03 years** (Three years) from the date of commencement of contract.

4 TERMINATION FOR DEFAULT / DEBARMENT

- a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
 - i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
 - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
 - iii. The Bidder shall be debarred if he has been convicted of an offence
 - 1) Under the prevention of corruption Act, 1988 or
 - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 3) If the Bidder has breached the code of Integrity.
- b) In case of termination of contract for default by the Bidder, the bidder will be banned up to for a period of up to **3 years** to participate in any of the future tender of New Mangalore Port Authority.
- c) “The contract may be terminated by NMPA by giving written notice to the bidder, at least **30 days** in advance and bidder shall not have right of any claim on NMPA on account of such termination, if they don't comply the above conditions Clause No.4 a) and b)”
- d) If bidder is found debarred or de-listed from any government, semi-government agency or PSUs **during scrutiny of bids**, their bid is liable to be rejected.
- e) If bidder is found debarred or de-listed from any government, semi-government agency or PSUs **during the contract period**, their contract will be terminated by giving **30 days** of advance notice and their **Performance Bank Guarantee** shall be shall be forfeited. The bidders shall also be debarred from participating in future bids for a minimum period of **3 years**.

5 FORCE MAJEURE:

(A) In this clause “Force Majeure” means exceptional event or circumstances,

- a) which is beyond party's (Employer or Contractor) control
- b) which such party could not reasonably have provided against before entering into the contract
- c) which, having arisen, such party could not reasonably have avoided or overcome
- d) which is not substantially attributable to the other party

Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub contractor
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity

The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

(B) Measures to be taken:

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible
- The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

6 INSURANCE:

The insurance for the staff and their vehicle shall be arranged by the Contractor.

The Contractor shall take the insurance policy covering all type of risks of all employees engaged by them.

7 CONDUCT:

The Bidder, 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 and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. *The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.*

- 8** The contractor should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.

9 WORK ORDER:

The Deputy Conservator will arrange for issue of Work Order intimating the successful bidder about the proposed acceptance of tender.

10 CONTRACT AGREEMENT:

The successful bidder will be required to execute an agreement at his expense on **₹100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form 1**) for the due and proper fulfillment of the contract within **28 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** with your Original Technical bids and submit to the employer within **07 days** after signing of Agreement by the EMPLOYER and CONTRACTOR.

If the successful bidder fails to sign the agreement within the 28 days from the date of issue of Work Order, the contract shall be cancelled.

11 ARBITRATION:

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. In case of any dispute arises, either party may refer the dispute for settlement through '**conciliation and settlement guidelines**' issued by IPA time to time. In case parties fail to arrive any settlement as mentioned above, either party may refer the dispute for arbitration.

Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and modifications thereof. Arbitration shall be held in **Mangalore**. The arbitration proceedings shall be in **English**.

The disputes so raised shall be referred to a panel of **three** Arbitrators, of which one to be appointed by the **NMPA** and other by the contractor. The presiding arbitrator will be appointed by the arbitrators appointed by both the parties herein. The Arbitration proceedings shall take place in Mangalore or Administration building, **NMPA**, Panambur only and same shall be under Jurisdiction of Court of Mangalore.

12 LANGUAGE AND LAW:

The language in which the Contract documents shall be drawn up shall be **in English**.

13 The staff shall be deemed to be under the control and supervision of the contractor for all legal purposes and NMPA is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

14 TAX:

The rate quoted by the Bidder is exclusive of GST. Applicable GST to be shown separately in Tax Invoice and same will be reimbursed. All the GST returns needs to be filled within time limit. The contractor shall file the applicable returns with Tax Department in time and submit the same as documentary evidence. Input Tax credit lost if any due to non-filing of returns will be recovered from contractor.

After the last date of bid submission date, other than GST if any new taxes, levies, duties imposed by the Govt. is applicable to this contract, same shall be reimbursed by the employer on production of documentary evidence.

15 E PAYMENT

The option of e-payment is available to the Bidder. The bidders are required to furnish the following information as per the enclosed format (**Annexure 4**) for opting e-payment.

16 CANTEEN FACILITIES

The Canteen facilities may be availed by the Contractor on chargeable basis for the contractor / personnel deployed.

17 PROTECTION OF ENVIRONMENT

All measures and aspects to be adapted to protect the environment.

18 SAFETY REGULATIONS

Working personnel should follow the safety regulations of Port. The contractor shall be responsible for the safety of all activities at the Site.

19 PERFORMANCE SECURITY

- 19.1 Performance Security should be **10 % of Total Contract value + GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within **28 days** of issue of Work Order. Bank Guarantee as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment. **The BG with a validity of three years** and claim period of **3 months** can also be submitted.
- 19.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 19.3 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.
- 19.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5 “**Performance Security**” shall be released after satisfactory completion of contract period of **03 Years**.
- 19.6 In case non availability of Bank Guarantee in time, the contractor can also deposit the Performance Guarantee amount in **NMPA** Bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

20 STAFF PASS

Free Port Entry Passes will be issued for the staff & their vehicles. However, RFID card to be purchased from Pass section at contractor's cost. The cost of each card is ₹150/- appx.

21 The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.

22 In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced **within 24 hrs.**

23 PAYMENTS

a) **The monthly bill in complete shape** i.e. Applicable ESI, PF, copy of Attendance Register, copy of Wage Register, report of **Biometric/face recognition** attendance, documentary proof like **Bank statement** for salary paid to the staff through bank etc. are to be submitted to the office of the **Deputy Conservator** and payment will be made within **15 days** from the date of submission of bill in full shape.

b) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

The invoice should contain the following information:

Name of the customer: **NEW MANGALORE PORT AUTHORITY**

GSTIN of customer: **29AAALN0057A2ZG**

c) **GST will be paid extra as applicable.**

d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.

e) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**

f) **Payment will be made only in INDIAN RUPEES.**

g) 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.

24 PRICES

The contractor should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

25 DEVIATION

The contractor shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

26 ALTERATION

Any alteration, omission or cancellation made to the tender must be authenticated by the contractor's signature.

27 ALTERNATIVE/CONDITIONAL TENDER

In the event any contractor offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.

28 BRIBES

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

29 ASSIGNMENT AND SUBLETTING

The contractor shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Performance Bank Guarantee (Security Deposit) shall be forfeited.

30 MAINTENANCE OF ATTENDANCE REGISTER

An attendance register to be maintained by the contractor for the staff on shift basis and the same to be produced to the Engineer in-charge or his representative.

31 ADDRESS

Address mentioned in GST Registration Form will be considered for all future correspondence as per **Annexure – 4**.

32 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization and de-mobilization.

33 ALCOHOLIC LIQUOR OR DRUG

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

34 SCOPE OF WORK

The contractor shall engage the staff round the clock on **24 hrs x 7 day** basis (including weekly off / Public holidays) on **3 shifts** per day, each shift of **8 hours** duty and **one person per shift** to be engaged. The staff shall be available without any break between the shifts.

The scope of work for the staffs deployed by the contractor are as follows:

- Conveying messages / communications, Pilot papers and other documents / items to and fro VTS, DC Office, wharf area etc.
- Data entry pertaining to movement of Ships other related works in **Port Operating System**.
- Cleaning of VTS equipment, computers, including glass fronts, fittings & fixtures installed at VTS.
- Daily fuel level checking of DG sets of VTS, topping up if required and recording in DG Maintenance register.
- Works such as bringing necessary items from markets, Central stores & canteen, office etc.
- Hoisting of storm day signal, maintaining the records & VTS building lights, assist the VTS operator etc.
- Any other works entrusted by superior officers.

35 QUALIFICATION OF STAFF:

The contractor shall submit the profile of the personnel engaged by them for the contract **prior to deployment**. The qualification of the staffs deployed is as follows:

Qualification	Nos.	Age
Shall be at least a Higher Secondary Education (12th Std Pass) and have knowledge of basic operations of computers with ability to speak English, Hindi and Kannada (Semi-Skilled).	3 Nos. in a day	25 to 45 years

36 MANPOWER PER SHIFT OF 8 HOURS:

- The staff duty roaster list to be submitted by the contractor to the officer in-charge.
- The personnel have to attend the duty as per the duty roaster. In case any personnel is on leave or absent from duty, suitable substitute along with police verification should be provided by the contractor, failing which penalty will imposed as per **clause No. 43 (a) of GCC**.
- Extra manpower is engaged on weekly off / rest day, then Basic Pay +VDA, ESI and PF would be paid by Port on production of proof of documents for the same.
- **SHIFT TIMING:**
 - 1st Shift: 0600 to 1400 hours
 - 2nd shift: 1400 to 2200 hours
 - 3rd shift: 2200 to 0600 hours

37 PAYMENT OF WAGES TO STAFF

Payment of wages to the persons engaged by the contractor shall not be less than the minimum wages applicable to the worker employed in “Construction & Maintenance of Roads, Runways, Buildings” - (Semi-Skilled), under Area ‘B’, as per Ministry of labour and employment Order No. F.No. 1/8(3)/2023-LS-II dated 26-09-2023.

- i. The minimum wage per day applicable as on **01.10.2023** for Semi-Skilled, as per Minimum Wages Act, 1948 is **₹709/-**.
- ii. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. The wages are normally revised by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. **Difference in revised minimum wages shall be claimed by the contractor for reimbursement after payment to the workers by submitting documentary proof.**
- iii. On National & Festival holidays (8 days per staff per year) specified by the Port, they will be paid overtime allowance as per applicable rules and wages shall be compensated by the Port.

- iv. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor's expense.
- v. Duty roaster shall be strictly followed and ensure one day in a week will be counted as a mandatory rest day (weekly off).
- vi. The wages shall be paid on or before **7th day** of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills and salary slip to be generated to each individual staff.
- vii. Any shortage of manpower than the prescribed number, apart from per day wages of absentee, equal to per day wages of absentee is also deducted from contractor's monthly bill towards penalty.
- viii. NMPA is not responsible for any bonus and compensation payable to the staffs.
- ix. NMPA shall not be responsible for any labour disputes arising between contractor and the staff deployed on the contract.
- x. Non-adherence of Minimum Wages Act will result in cancellation of the contract, forfeiture of Performance Bank Guarantee (PGB) and invite appropriate administrative action.
- xi. Any arrears shall be paid to the staff within the stipulated time as per the statutory regulation. If any discrepancy found between staff and contractor regarding the payment of wages / arrears / EPF / ESI, then the contractor will be responsible for the same and the running bill will be held up till the compliance.

WELFARE MEASURES - EPF, ESI etc:

- i. All the workmen of this contract shall be covered with EPF as per the provisions of **"The Employees Provident Funds & Miscellaneous Provision Act, 1952"**.
- ii. All the workmen of this contract shall be compulsory covered as per the provisions of **"Employees State Insurance Act, 1948"**.
- iii. The EPF & ESI contribution of the employees and immediate employer's (contractor) contribution shall be remitted by contractor to the Authorities concerned periodically at the applicable rates. **The immediate employer's (contractor) EPF & ESI contribution will be reimbursed to the contractor based on the documentary evidence submitted towards remittance made.**

- iv. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt., whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPA.

38 TRANSPORTATION

The Service Provider/contractor is responsible for providing the transportation facility to their staff. The contractor is fully responsible for the vehicle used by the staff and the Employer (NMPA) will not be responsible for any damage / loss to the vehicle.

39 PRICE BID EVALUATION

Price bid of those tenderers, who have qualified **techno-commercially**, will be opened and the total contract price evaluation will be calculated as per the following:

Description	Amount per person per month (₹)	Qty	Total Amount (₹)	
SERVICE CHARGE PER PERSON PER MONTH (excluding Basic Pay +VDA, ESI, EPF and GST) as per BOQ		3 Nos. x 36 months		A
Present Basic + DA for a period of 3 years			₹23,80,113.00	B
Total Contract amount excluding ESI, EPF & GST (A+B)				

Note:

- Present Basic amount + VDA for Semi Skilled is as per Ministry of labour and employment Order No. F.No. 1/8(3)/2023-LS-II dated 26-09-2023 is **₹709**.
- The Bidder whose Price Bid found to be the **Lowest** shall be considered for award of Contract.
- If the service charges quoted by more than one bidder found to be the same, in such case **L1 bidder** will be decided after negotiation.

- 40 “Service Charge” to be quoted in figures and not in percentage. **The Service charge quoted will remain constant throughout the contract period. Only the initial quoted amount towards service charges would be paid irrespective of any change in minimum wages.**

41 POLLUTION DAMAGES

The contractor shall be liable for pollution damage and the cost of clean-up, which has occurred due to the Contractor's and / or the Contractor's personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

42 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

As per Work Order issued, the successful bidder shall commence the work within **30 days** from the date of issue of Work Order. If the successful bidder fail to **comply the date**, penalty will be imposed **@ ₹10,000 per week + GST** or part thereof for the delayed period till **4 weeks** (penalty period). After lapse of **4 weeks** penalty period, the contract shall liable to be terminated and EMD / Performance Security will be forfeited.

43 PENALTY FOR ABSENT OF STAFF AND NON PERFORMANCE

- a** In case of absent of staff in any shift of a particular day, it will be treated as non-performance and the **double the day charges** (day charge of staff x 2) will be deducted from the monthly bill towards penalty.
- b** If the work is not carried out satisfactorily in any of the shift of a particular day/s of a month as certified by the VTS officer in-charge, **double the day charges** (day charges of staff x 2) will be deducted from the monthly bill. The day charges will be calculated as total monthly charges divided by number of days in a particular month.

44 POLICE VERIFICATION:

At all times, the contractor will be responsible to ensure that the staff engaged by him are security cleared by Police Station of worker's residential area. Police verification of all employees should be done by proprietor/contractor/Firm/Agency **prior to deployment**. 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.

45 PERSONAL PROTECTIVE EQUIPMENT

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

46 UNIFORM

The contractor shall provide uniform along with company logo and company ID at his own cost to all the staff engaged for the VTS works. All staff to be ensure that they wear proper uniform at work, if not will be treated as absent.

47 In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

48 The Port Authority reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving **30 days** advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract as per **Clause No.4 of GCC**.

49 The Employer (NMPA) shall not be **responsible** for any damage / loss/ accident / death / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.

50 Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA 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 on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

51 The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of 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, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- 52** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons 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.
- 53** The contractor has to submit an **Indemnity Bond** as per prescribed format **Form No.3** prior to commencement of work.
- 54** The contractor has to submit an **Undertaking** as per prescribed format **Form No.4** prior to commencement of work.

Signature of the bidder with stamp

Annexure -1

Bidder Information Form	
<i>[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]</i>	
Date: <i>[insert date (as day, month and year) of Tender Submission]</i>	
Tender No.: <i>[insert number of Tendering process]</i>	
Page ----- of ----- pages	
1. Bidder's Legal Name ----- <i>[insert Bidder's legal name]</i>	
2. Bidder's actual or intended Country of Registration: ----- <i>[insert actual or intended Country of Registration along with Registration Details]</i>	
3. Bidder's Year of Registration: ----- <i>[insert Bidder's year of registration]</i>	
4. Bidder's Legal Address in Country of Registration: ----- <i>[insert Bidder's legal address in country of registration]</i>	
5. Bidder's Authorized Representative Information	
Name of the Authorized Representative: ----- <i>[insert Authorized Representative's name]</i>	
Name of the firm: ----- <i>[insert Firm's name]</i>	
Address: ----- <i>[insert Authorized Representative's Address]</i>	
Telephone/Fax numbers: ----- <i>[insert Authorized Representative's telephone/fax numbers]</i>	
Email Address: ----- <i>[insert Authorized Representative's email address]</i>	
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB	
<input type="checkbox"/> <u>PAN NUMBER</u>	
<input type="checkbox"/> <u>GST Registration Numbers</u>	
(Authorised Signatory)	Company Seal:

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

Annexure -2

MINIMUM QUALIFICATION CRITERIA OF BIDDERS

1.	List of all Completed Contracts during the last SEVEN (07) years similar in nature ending on last day of month previous to the one in which tenders are invited as per Clause No. 1.2 of MQC:				
Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
a)	Work Order/ Agreement for each completed work is to be enclosed.				
b)	Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total Executed Contract Amount (exclusive of GST) in INR.				
c)	TDS certificate towards the proof of payment received from the clients to be submitted.				
ONGONG CONTRACTS: Completed portion of ongoing contract will be considered. The Bidder shall submit SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the executed value of contract excluding GST.					

2 Existing commitments and ongoing works						
	1	2	3	4	5	
Sl.No.	Description of work	Contract No. date	Name of the client	Contract value	Period of contract	
					from	to

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

UNDERTAKING

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“Outsourcing Miscellaneous works at VTS for a period of 03 years”** have not been altered, in any form by us.

Signature

For and on behalf of.....

(Company Seal)

Date:

Annexure -4

Bankers Details for E Payment

1.	Name of the firm (Bidder)	
2.	Full address of the firm (Bidder) registered under GST (All correspondence will be made to this address only)	
3.	Telephone No. of the beneficiary (Bidder)	
4.	Mobile No. of the beneficiary (Bidder)	
5.	Fax No. of the beneficiary	
6.	Email ID:	
7.	Account No.	
8.	Account Type (SB or CA or OD)	
9.	Name of the Bank	
10.	Full address of Branch	
11.	MICR code (Should be 9 digit)	
12.	Bank IFSC Code No.	
13.	GST Registration No.	
14.	PAN Card No.	

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

Annexure -5

COVERING LETTER

No.....

Date:

To

The Dy. Conservator,
Marine Department,
New Mangalore Port Authority,
Panambur-575010
Mangalore.

Dear Sir,

Sub: Submission of Technical Bids

Ref: Tender No NMPA/AE-MW/VTS-MISC/2023/14 dated 04-12-2023 for
“Outsourcing Miscellaneous works at VTS for a period of 03 years”

Please find attached herewith the following enclosures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16

Place:

Date:

Signature:

Seal:

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

Annexure -6

(To be executed on non-judicial Stamp Paper of ₹100/-)

FORMAT OF POWER OF ATTORNEY

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

POWER OF ATTORNEY IN FAVOUR OF -----
(Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I -----,
(Name & address of the authorized person to sub-delegate/delegate powers,
delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in
terms of the powers delegated to me by the Board of Directors, -----
(name of the Co.) to Shri ----- (name, designation & address of the
Attorney) the following:

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

- a) To represent lawfully the ----- (name of the Co.) for obtaining
bid/tender documents, prepare, sign, execute and submit tenders for
execution of **“Outsourcing Miscellaneous works at VTS for a
period of 03 years”**. Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept
prices and take decisions regarding terms and conditions and sign
agreements and contracts and also to bind the (name of the Co.) to the
arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise
execute such deed or deeds, transfer or transfers, endorsement or
endorsements and to perform such other acts, matters, things as the
Attorney shall consider requisite or advisable as full and effectively as
the Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

DECLARATION

We hereby certify that our company/firm has not been debarred or de-listed or blacklisted by any Government (Central/State), Semi Government Agency or Any PSUs.

Signature

For and on behalf of.....

(Company Seal)

Date:

Annexure -8

DECLARATION
(In case of Proprietorship firm)

We hereby certify that our company/firm **M/s.....**
is a Proprietorship firm and undersigned is the Proprietor of
the company.

Company seal with Date

Signature of Proprietor of the Company

SPECIMEN FORM OF CONTRACT AGREEMENT

(To be executed on ₹100/- non-judicial Stamp Paper)

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the _____ day of _____ 20__.

BETWEEN

(1) The Board of Members of the New Mangalore Port Authority, incorporated under the Major Port Authority Act, 2021, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**"),

and

(2) [insert name of Bidder], [incorporated under] the laws of [insert: country of Bidder] and having its principal place of business at [insert: address of Bidder] (hereinafter called "**the Contractor**").

WHEREAS the PORT invited Tenders against tender **no.....** for execution of "**Outsourcing Miscellaneous works at VTS for a period of 03 years**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the **Port** and the **Contractor**, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract;
 - (c) Notice Inviting Tender and Tender No. **dated**
 - (d) Replies issued to the Pre-bid queries, Corrigendum to Tender
 - (e) The Bidder's original Price Bid
 - (f) The Port's Work Order No. **dated**
 - (g) Add here any other document(s)

AND WHEREAS

PORT accepted the Bid of **Contractor** for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to **Contractor** for WORK to be executed by him, **Contractor** hereby Covenants with **PORT** that **Contractor** shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK, **Contractor** does hereby agree to pay such sums as may be due to **PORT** for the services rendered by **PORT** to **Contractor** as set forth in CONTRACT and such other sums as may become payable to **PORT** towards loss, damage to the **PORT's** equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

The Agreement is assigned as dated And contains pages from **01** to

For and on behalf of the PORT

Signed: (insert signature)
in the capacity of [insert title or other
appropriate designation]

in the presence of [insert identification of
official witness]

For and on behalf of the Contractor

Signed: [insert signature of authorized
representative(s) of the Contractor] in the
capacity of (insert title or other appropriate
designation)

in the presence of [insert identification of
official witness]

Form -2

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

(To be executed on ₹100/- non-judicial Stamp Paper)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Members of **New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of **New Mangalore Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s) (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No _____ date ____ made between the BIDDERS and the Board for execution of _____ covered under Tender No _____ dated _____ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for ₹ _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Authority** an amount not exceeding ₹ _____ (Rupees _____) only 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 BIDDERS of any of the terms and conditions of the said contract.
2. We, _____ (Name of Bank) do hereby undertake to pay 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 any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS 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 any amount not exceeding ₹ _____ (Rupees _____ only).
3. We, _____ (Name of Bank) undertake to pay to the Board _____ any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending 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 Bidder(s) shall have no claim against us for making such payment.
4. We, _____ (Name of 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 performance of the said contract and that 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 _____ (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee

PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the BIDDERS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of 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 contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear 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 extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS 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.
This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

It is also hereby agreed that the Courts in **Mangalore** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

6. We, _____ (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing
7. **“Notwithstanding anything contained herein:**
- a) **Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only);**
 - b) **This Bank Guarantee shall be valid upto _____; and**
 - c) **We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”**

Date day of 20

Signature

For (Name of Bank)
(Name)

INDEMNITY BOND

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

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

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

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

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

The indemnifier shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition)Act,1970 & the contract labour (Regulations & Abolition)Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the 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 indemnifier and the indemnified will have no responsibility for the same.

The indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For.....
INDEMNIFIER
(Signature with name and Designation)
Company Seal

Station:
Date :

Witness:
1.....
Signature with Seal, Designation &Address

2.....
Signature with Seal, Designation &Address

(Should be typed in the Firm's /Contractor's official letter head)

UNDER TAKING

We, **M/s.....** acknowledge, undertake and agree that our employees / labourers shall at all times observe and comply with relevant legislations and procedures/rules related to safety, Environmental and security aspects. We also confirm that,

- 1) The Employer (**NMPA**) shall not be liable for any accident, damage or compensation payable to any workman or other person in the Employment of **M/s.....** or any Subcontractor of **M/s.....** or any other person deployed by us for work inside Port premises.
- 2) **Employer liability Insurance** : **M/s.....** shall indemnify and keep indemnified the Employer i.e. **NMPA** 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 **M/s.....** or our subcontractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer (**NMPA**) shall be at liberty to deduct or adjust from the bills of **M/s.....** an amount the Employer (**NMPA**) may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation to any accident or injury referred to above without any reference to **M/s.....**
- 3) **M/s.....** shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and Abolition) Act,1970 and the contract labour (Regulations and Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the Payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and to Muncipal by-laws or other Statutory Rules and Regulations whatsoever in force, if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility **M/s.....** and the **NMPA** will take no responsibility for the same. **M/s.....** shall take Workmen's Compensation policy for their workers ,who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4) **M/s.....** are liable to pay all statutory compensation to the Labourers / persons engaged by as 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/BG payable to **M/s.....** after verification of the validity and if admissible as per rules.
- 5) **PERSONAL PROTECTIVE EQUIPMENTS:**
M/s..... shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by their staff at site.
- 6) In case of unforeseen incident/accidents including the Employees engaged by us the responsibility and accountability for such Incident/accident, which may lead to fatality including death, financially and legally lies with only **M/s.....** or our subcontractor. **NMPA** and its officers are no-way responsible.

Place:

Date:

Signature:

Seal:

Form -5

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 ₹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 *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

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

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

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

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

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

“Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid upto _____; and
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

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

[signature(s)]

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

BOQ - PRICE SCHEDULE

<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>		<u>Item Rate BoQ</u>				
Tender Inviting Authority: Deputy Conservator, Marine Department, New Mangalore Port Authority						
Name of Work: Outsourcing Miscellaneous works at VTS for a period of 03 years						
Contract No: NMPA/AE-MW/VTS-MISC/2023/14 DATED 04-12-2023 e-tender No. 2023_NMPT_ 783636_1						
Name of the Bidder/ Bidding Firm / Company :						
<p align="center">PRICE SCHEDULE</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE per person per month In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	SERVICE CHARGE					
1.01	SERVICE CHARGE PER PERSON PER MONTH (excluding Basic Pay +VDA, ESI, EPF and GST)	1.000	Person		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Note:

1	The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
2	Basic Pay +VDA, any escalation in minimum wages, ESI, EPF and GST will be paid extra as applicable.
3	The amount quoted shall be <u>constant throughout the contract period.</u>
4	Applicable GST, ESI and EPF shall be paid to the concerned authority by the contractor and documentary evidence of the same shall be produced to NMPA for reimbursement at actual.
5	The Bidder whose Price Bid is found to be the Lowest shall be considered for award of Contract.
6	If the service charges quoted by more than one bidder found to be the same, in such case L1 bidder will be decided after negotiation.
7	Price bid evaluation will be as per Clause No.39 of GCC .

NMPA BANK DETAILS FOR REMITTING TENDER FEE & EMD

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

The bidder can also make on-line payment directly to NMPA through “**SBI Collect**”.