



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

**TENDER DOCUMENT FOR**

**“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS” WHICH IS EXTENDABLE BY ONE MORE YEAR AT THE SOLE DISCRETION OF NMPA.**

**LIST OF DOCUMENTS**

1	Special Instructions to the Bidders for the E-Submission of the Bids Online Through E-Procurement Portal	<b>PART – I</b>	P –3 to 6
2	Tender Document	<b>PART – II</b>	P –7
3	Price Bid	<b>PART– III</b>	P- 56-57
4	NMPA Bank Details	<b>PART – IV</b>	P -58
5	Checklist	<b>PART – V</b>	P-59

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

**N.I.T. No.11/1/2023-24/IB/PLA-2**

**Date: 29/01/2024**

**TITLE OF WORK: TENDER FOR “MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS” WHICH IS EXTENDABLE BY ONE MORE YEAR AT THE SOLE DISCRETION OF NMPA.**

1. बोलीदाता को होमपेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉगइन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should Enroll Online in the Portal using the option Click Here available in the Home Page for enrollment. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉगइन करपाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है  
DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूपसे अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाण पत्र, खरीद आदेशविवरण आदि, मेरे दस्तावेज़ वि कल्पकेतहत और इन्हें निविदा आवश्यकताओंके अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोलीदस्तावेजोंके साथ संलग्न किया जा सकता है। यह बोली दस्तावेजोंके कम अपलोड को सुनिश्चित करेगा।  
The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload time of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी  
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. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोली दाता उस निविदा के लिए अस्वीकार किए जानेके लिए उत्तरदायी है। बोलीदाताओंको केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है।  
The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be disqualified for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेजमें दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइनया

<http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com) पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेण्डम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोलीदस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If the Bidders need any clarifications, the same may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com). Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. निविदा कर्ता को निविदा में निर्दिष्ट अनुसार बयाना राशि और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूलकोव्यक्तिको निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा।  
Bidder should arrange for the Earnest Money deposit (EMD) and tender fee as specified in the tender. The original should be posted/couriered/given in person, to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वालेको नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी कोस्वीकार करना चाहिए |  
The Bidder should read the terms and conditions and accept the same to proceed further to submit the bids. By submitting the bid the bidder acknowledged and accepted all the terms and conditions.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्यासे बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजो को ऑनलाइन जमा करना चाहिए।  
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. सर्वर के अंतमें अपलोड कीगई फ़ाइलके आकारकी कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ परतय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाता ओंको 75-100 DPI में दस्तावेजोंको स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गतिपर भी त्वरित अपलोड करने में मदद करेगा |  
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. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकरतथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा।  
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. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोलीलगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयोंका सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा।  
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. बोलीदाता इस पोर्टल के माध्यम से ही बोलीदस्तावेजोंको ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजोंको संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्डकॉपी उपसर्गएव, एन.एम.पी.ए. को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता

से संबंधित सभी दस्तावेजोंको तकनीकी बोली के साथ अनिवार्य रूपसे अपलोड किया जाएगा, जिस में असफल होने पर बोली को सरसरी तौरपर अस्वीकार करदिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा  
The bidder shall submit the bid documents by online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोलीको फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोलीदस्तावेजोंको अपलोड करनेके बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोलीनंबर, तिथि और जमा करनेके समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणोंके साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोली दाताके ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।  
At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders should be digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोलीसारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोलीसारांश निविदा निविदा के लिए बोलीप्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेशबिंदु के रूपमेंभी कार्य करेगा।  
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. सिस्टम से सफल बोलीप्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड कीगई बोलियां प्राप्तहोकर सिस्टम में संग्रहीत करली गयी हैं; सिस्टम इसकी शुद्धताके लिए प्रमाणित नहीं करता है।  
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. बोली लगानेवालेको यह देखना चाहिए कि प्रस्तुत किए गए बोलीदस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुलपारहे हैं तो बोली अस्वीकार करदीजाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी।  
The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होनेवाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आ दिके अनुरोध केस भी कार्योंके लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओंको इस समय का पालन करना होगा  
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. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑन लाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें।  
The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भागI- तकनीकी बी आईडी के साथ निविदा फार्म शुल्क और बयाना राशि जमा किया जाएगा। फीस, बयानाराशि के बिना प्रस्तुत बीआईडी, जैसाकि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिजकर दिया जाएगा।

Tender form Fee and Earnest Money deposit (EMD) shall be submitted with the Part I- Technical BID. BID submitted without fees and Earnest Money deposit (EMD), as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोली लगाने वाला / निविदाकार / ठेकेदारकर विभागोंके साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा।  
The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।  
The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।  
In the event of forfeiting the /LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

**सूचकांक/INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1	NOTICE INVITING TENDER.	8
2	INSTRUCTIONS TO BIDDERS	9-19
3	GENERAL TERMS & CONDITIONS OF CONTRACT	20-28
4	SPECIAL CONDITIONS OF CONTRACT	29-34
5	SCOPE OF WORK	35-41
6	PARTICULARS OF BIDDER – ANNEXURE 1	42
7	TENDER FORM – ANNEXURE 2	43
8	FORMAT FOR DECLARATION – ANNEXURE 3	44
9	FORM OF AGREEMENT – ANNEXURE 4	45-46
10	FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 5	47-48
11	BANK INFORMATION FOR E-PAYMENT – ANNEXURE 6	49
12	FORMAT OF POWER OF ATTORNEY – ANNEXURE 7	50-51
13	UNDERTAKING ON INDEMNIFICATION- ANNEXURE 8	52-53
14	SPECIMEN BANK GUARANTEE FORM FOR EMD- ANNEXURE 9	54
15	MENU OF GUEST HOUSE - ANNEXURE 10	55

**NEW MANGALORE PORT AUTHORITY**  
**ADMINISTRATION DEPARTMENT**

**SCHEDULE OF TENDER (SoT)**  
**1. NOTICE INVITING TENDER**

NIT. No.11/1/2023-24/IB/PLA-2

Date: 29/01/2024

**TITLE OF WORK: TENDER FOR “MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS” WHICH IS EXTENDABLE BY ONE MORE YEAR AT THE SOLE DISCRETION OF NMPA.**

1	TENDER NO. Tender ID	11/1/2023-24/IB/PLA-2 dated 29/01/2024 2024_NMPT_792124_1
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
3	Estimated Cost	<b>Rs.81,94,104.00</b> (Rupees Eighty-One Lakhs Ninety-Four Thousand One Hundred and Four only) excluding differential minimum wages, EPF, ESI and GST for two (2) years.
4	Earnest Money Deposit	<b>Rs.1,93,390.00</b> (Rupees One Lakh Ninety-Three Thousand Three Hundred Ninety only) inclusive of 18% GST or exemption certificate as per clause No 2.2.1(c) of ITB
5	Tender Fees	<b>Rs.1,120.00</b> (Rupees One Thousand One Hundred and Twenty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(c) of ITB
6	Date of NIT available to parties to download	29/01/2024 at 12.00 hrs.
7	Start date for submitting of online clarification	29/01/2024 at 12.00 hrs.
8	Close date for submitting of online clarification	05/02/2024 at 15.00 hrs.
9	Date of Starting of e-Tender for submission Bid on line at <a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a>	06/02/2024 at 10.00 hrs.
10	Date of closing of e-Tender for submission of Bid.	19/02/2024 at 15.00 hrs.
11	Date & Time of opening of Technical Bid.	20/02/2024 at 16.00 hrs.
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	<b>Two years</b> starting from the date as indicated in work order which is extendable by one more year at the sole discretion of NMPA.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)



## 2. INSTRUCTIONS TO THE BIDDERS(ITB)

### 2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Secretary on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of “**Management of Guest House (Inspection Bungalow) N.M.P.A., Panambur, Mangalore for a period of 2 years**” which is extendable by one more year at the sole discretion of NMPA.

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit (EMD) **Rs.1,93,390.00** (Rupees One Lakh Ninety-Three Thousand Three Hundred Ninety only) in the form of Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque or Bank Guarantee from a commercial Bank or in online payment in an acceptable form shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below.
- b) TENDER FEE for **Rs.1,120.00** (Rupees One Thousand One Hundred and Twenty only)- NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (c) below
- c) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing notarized supporting certificates along with Technical Bid.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- f) The Bidder shall have following certificates/Licences all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
  - i) GST Registration Certificate
  - ii) ESI Registration Certificate
  - iii) PF Registration Certificate with PF Code Number
  - iv) PAN Card
  - v) Valid license under the Shops and Establishment Act.
  - vi) Valid license of Food Safety and Standards Authority of India (FSSAI) – The category of FSSAI License should be **STATE LICENSE** issued by

## GOVERNMENT OF KARNATAKA.

- g) Particulars of Bidder as per **Annexure –1.**
- h) Tender Form as per **Annexure- 2.**
- i) Form of Declaration – **Annexure-3**
- j) Bank Details of the Bidder for E-Payment - **Annexure-6.**
- k) Details of ongoing contracts at NMPA – **Annexure 7**
- l) Format for Power of Attorney: - **Annexure -8**

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

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

2.2.3 **Quoted amount should not be less than Labour Component-** The tenderers are advised to offer their best possible rates. If the firm quotes less than Labour Component (Sl.No.1.01 of BOQ), the bid will be considered as the bid with NIL charges/ NIL consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. Hence shall be summarily rejected. All entries in the tender should be entered in online without any ambiguity.

2.2.4 In case two or more bidders quote the same minimum charges/ minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee members.

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

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria as per clause No 2.4.1 & 2.4.2 and Tender Form information as per Annexure -2.
- 2.3.3 Government owned enterprises may participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent

practices issued by the employer in accordance with clause No 2.21.

## **2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MOC)**

2.4.1 The Bidder should have an average Annual financial turnover of **24.58 Lakhs** for the last 3 financial years 2020-21, 2021-22 & 2022-23,

**Note:-**1. Documentary evidence duly self-attested viz – audited profit and loss statement for the three years shall be uploaded along with the bid.

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

Three similar completed works each costing not less than **Rs. 32.78 Lakhs** excl. ESI, PF & GST.

OR

Two similar completed works each costing not less than **Rs. 40.97 Lakhs** excl. ESI, PF & GST.

OR

One similar completed work costing not less than **Rs. 65.55 Lakhs** excl. ESI, PF & GST.

2.4.2.1 **“Similar Works”** means Management of Guest House (Catering, hospitality, Housekeeping) for Govt./Private organization.

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

2.4.2.2.1 Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value for the contracts to be enclosed along with the technical bid. If the bidders does not enclose LOA/work order/agreements & completion certificates along with the Technical bid, their bid shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements & completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

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

2.4.2.2.2 Only completed work with completion/performance certificate will be considered for qualification. Partly completed works, works-in-progress (ongoing) will not be considered for qualification.

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

## **2.5 RATES TO BE INCLUDED FOR ALL DEPLOYMENT EXPENSES**

- 2.5.1 The contractor shall visit the Guest House (IB) NMPA, Panambur before quoting. The Bidder should quote the rate by taking into consideration all expenses related to the work. By submitting the bid, the bidder confirms that he visited the Guest House and considered all expenses related to work.
- 2.5.2 All expenses towards management of Guest House (Inspection Bungalow) including catering services as per the requirement of N.M.P.A., Panambur, Mangalore including but not limited to deployment of manpower, uniforms, Housekeeping materials/tools/equipment, safety measures etc. shall be borne by the Bidder and the Bidder will be paid monthly charges per month as per the rate quoted in the price bid Format (PART III) excluding GST, ESI and EPF, which shall be paid on actual based on documentary evidence.
- 2.5.3 The GST, ESI & PF as applicable, will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.
- 2.5.4 GST will be paid only on production of documentary proof of registration with the Central Excise Department only.

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

- 2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.
- 2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company accompanied by a certified copy of the Company's Board Resolution.

## **2.7 ONE BID PER BIDDER**

- 2.7.1 Each bidder should submit only one bid. If the bidder submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) it will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All or any Bidder found to have any conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.7.2.1 Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, shall be disqualified any time even after the award of contract.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility to the satisfaction of Employer/Tender Inviting Authority, as the Employer shall reasonably request.

## **2.8 BIDDER TO INFORM HIMSELF FULLY**

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Every effort is made herein to give basic data as exhaustively as possible. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.8.3 Bidder shall bear all costs associated with the visits, enquiries, investigation, preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 2.8.4 Any ambiguities, contradictory clauses, incomplete information etc., shall be brought to the notice of Tender Inviting Authority and obtain required clarification before submission of bid. No complaints/representations shall be entertained thereafter.

## **2.9 EARNEST MONEY DEPOSIT (EMD):-**

- 2.9.1 Bidders should deposit EMD amount of **Rs.1,93,390.00** (Rupees One Lakh Ninety-Three Thousand Three Hundred Ninety only)
- 2.9.1.1 The EMD may be accepted in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects. The Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in India and shall be encasheable at their local branch at Mangalore. Bank Guarantee submitted as Earnest Money as per Annexure - 9 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial and priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.200/-. The Bank Guarantee shall be extended suitably if there is a delay

in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest.

- 2.9.1.2 The Earnest Money Deposit of the unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Performance Bank Guarantee as stipulated in the tender.
- 2.9.1.3 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.1.4 The EMD may be forfeited, if
  - 2.9.1.4.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity.
  - 2.9.1.4.2 The successful Bidder fails within the specified time limit to.
    - 2.9.1.4.2.1 Sign the Agreement AND / OR furnish the required Performance security.
    - 2.9.1.4.2.2 Fail to commence the contract work of maintenance of guest house on the specified date as per LOA/Work order.
  - 2.9.1.4.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
  - 2.9.1.4.4 If any information or representation submitted by Bidder is found to be false or incorrect.
- 2.9.1.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

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

**2.11 AMENDMENTS:**

- 2.11.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- 2.11.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

**2.12 LANGUAGE OF TENDER :**

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

Tender exchanged by the Bidder and the 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.

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

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposed tender validity period would result in disqualification of the bidder as per clause 3.15 of Tender Document.

**2.14 TENDERED CURRENCIES:**

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

**2.15 PRE BID QUERIES**

Pre-bid queries shall be uploaded online through CPP portal on or before **05/02/2024** at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on NMPA/ CPP websites.

**2.16 TENDER OPENING AND EVALUATION:**

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

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

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

2.16.2.2 Conditional offer or alternative offers will not be considered and shall not be evaluated further in the process of tender evaluation.

2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award

of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 **OPENING OF PRICE BID:**

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

2.16.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.

2.16.3.3 The Bidders has to quote the rate per month for the subject work in the price Bid format- PART III excluding ESI, PF & GST.

2.16.3.4 The evaluation shall be done on the basis of **Responsive –lowest total (Sl.No.1.01+1.02) value (L1)** quoted. The GST element if any will not be considered for comparison.

2.16.3.5 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the Annexure-4 of Tender Document, and within 15 days thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.16.3.6 If the Bid of the successful Bidder is seriously unbalanced compared to the



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

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

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

## **2.17 AWARD OF CONTRACT**

### **2.17.1 Award Criteria**

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

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

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

## **2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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

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

2.19.1.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure-4 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 30 Days

from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order.

**2.20 PERFORMANCE SECURITY** for a sum equivalent to 10% of the total contract value plus GST shall be submitted in the form of NEFT or Insurance surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Bank Guarantee from a commercial Bank in the approved format or in online payment in an acceptable form within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall also be encashable at Mangalore branch. The Performance Guarantee shall be kept valid for the total contract period of two years plus Six Months claim Period. Thereafter, the total of 10% of Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 3.14 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance Guarantee shall also be extended for such extended period plus Six Months claim period.

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

**2.21 CORRUPT OR FRAUDULENT PRACTICES**

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

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

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

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

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Bid/Contract can be terminated at any time even after award of work.

2.21.3 Will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts or participation in tenders if he at any time determines that

the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

**2.22 THE LAW, WHICH APPLIES TO THE CONTRACT**

The Contract shall be governed by the Indian Contract Act and all applicable Indian Laws. The settlement of disputes shall be held in Mangalore, Karnataka, India.

**2.23 SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT/CONCILIATION & SETTLEMENT COMMITTEE:**

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Officer, the matter in dispute shall in the first place, be referred in writing to the Secretary or Secretary's Representative and an attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Secretary or his Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken, the decision shall be referred to Conciliation & Settlement Committee(CSC) constituted by the Indian Ports Association and conciliation will be held with the consent of both the parties as per the conciliation proceedings laid down in the provisions of Arbitration and Conciliation Act 1996.

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

Where Both the parties fails to settle the disputes amicably or either party refuse to accept or not agree with recommendation of Conciliation & Settlement Committee, the dispute may be referred to Arbitration Tribunal comprising of sole arbitrator. The sole arbitrator shall be appointed with the consent of both the parties. NMPA shall furnish 3 names of Arbitrators and the Contractor may choose one out of the three. The Arbitration proceeding shall be conducted as per the arbitration and conciliation Act, 1996. The award passed by the Arbitral Tribunal shall be final and binding and will be in English Language. The place of Arbitration shall be at Mangalore and court of Mangalore shall have exclusive jurisdiction.

**(Jijo Thomas)**  
Secretary

### **3.0 GENERAL TERMS AND CONDITIONS:**

#### **3.1 DEFINITIONS**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 "**Employer**" means Board of Major Port Authority of New Mangalore Port, Major Port under the Major Port Authority Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Secretary or any other officers so nominated by the Board.
- 3.1.2 "**Contractor/Service Provider**" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "**Contract**" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "**Contract Price**" means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including GST to be paid to state or central Government.
- 3.1.5 "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "**Work**" or "**Works**" shall mean Management of Guest House (Inspection Bungalow) and Catering Services as per the requirement of N.M.P.A., Panambur, Mangalore to be provided by the contractor under the contract.
- 3.1.7 The "**Site**" shall mean the whole of the premises, buildings and grounds in or upon which the Management of Guest House (Inspection Bungalow) and Catering Services as per the requirement of N.M.P.A., Panambur, Mangalore is situated.
- 3.1.8 The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 "**Approved**" or "**Approval**" shall mean approval in writing.
- 3.1.10 "**Month**" shall mean English Calendar Month.
- 3.1.11 "**Officer-in-charge/representative**" shall mean Secretary or any officer authorized by Secretary for purpose of this contract.
- 3.1.12 "**L1**" means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.13 "**Nodal Ministry**" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

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

**3.2 USE OF CONTRACT DOCUMENT:**

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

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

**3.3 PAYMENT TERMS:**

3.3.1 Monthly payment along with applicable GST, ESI and PF will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill/Tax Invoice along with the attendance register, receipt of ESI & EPF contributions made to the staffs or workmen, extract of wages payment Register, bank statement of the contractor for the month for which the contractor submits the bill, as documentary evidence. No advance payment shall be made.

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

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

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

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

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

3.8 **PERSONNEL:** The contractor shall deploy the manning as per the duty roaster prepared by the Supervisor deployed by the contractor and a copy of the same shall be submitted to the Officer In-Charge (OIC) or his representative time to time after confirming the same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the Officer In-Charge (OIC) or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the Officer In-Charge (OIC) in good condition after the completion of the Contract period.

3.9 **PAYMENT OF WAGES:**

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings and minimum wages applicable to the worker employed for Employment of Sweeping and Cleaning in a Central Govt. Organization which comes under Area 'B'. Whenever, revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable to a Central Govt. Organization. The deployed staff will be paid wages on actual working day basis.

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

3.9.1 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off). Reliever shall be deployed on the weekly off days for the respective staffs. Charges for the same shall be included in the quote by the bidder.

3.9.2 The wages shall be paid on or before 7<sup>th</sup> day of every month through the Bank only. Documentary evidence like Bank Statement, wage slip for the same needs to be furnished along with the bills.

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

3.9.4 **The minimum wages per day applicable as on 01.10.2023 as per Minimum Wages Act, 1948 are**

- |                    |          |
|--------------------|----------|
| (a) Highly Skilled | Rs.915/- |
| (a) Skilled        | Rs.832/- |

(b) Semi-skilled	Rs.709/-
(c) Unskilled/ Sweeping and cleaning	Rs.628/-

Note: 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 revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

3.9.5 For any shortage of manpower than the prescribed number, penalty as per clause No 4.10 of SCC shall be applicable and same shall be deducted from contractor's monthly bill.

3.9.6 The clause No 3.9.5 is not applicable for weekly day of rest for the contract workers.

### **3.10 WELFARE MEASURES - EPF, ESI etc:**

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

3.10.2 All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948" or such other protection as per applicable laws.

3.10.3 The EPF & ESI premium contribution of the employees and immediate employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor. The Contribution of the immediate Employer's for ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made.

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

**3.11** The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which penalty as per clause No 4.10 of SCC is applicable.

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

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

### **3.14 TERMINATION OF THE CONTRACT**

3.14.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30)

days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing the Ministry of MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

3.14.1.1 forfeit the Performance Guarantee as it may consider fit;

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

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

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

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

### **3.15 DEBARRING OF BUSINESS DEALINGS**

3.15.1 In the event of premature termination of contract in terms of provisions of clause 3.14 above, NMPA shall also be entitled to disqualify/terminated and may be debarred the Bidder/contractor for participation in future tenders of NMPA for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable, if

3.15.1.1 it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract and record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.,



3.15.1.2 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

3.15.1.3 the successful Bidder fails within the specified time limit to

3.15.1.3.1 Sign the Agreement AND / OR furnish the required Performance security.

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

3.15.1.3.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.

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

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

### **3.16 POLICE VERIFICATION**

3.16.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

**3.17** The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided with and shall use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) The NMPA shall always be kept indemnified from any loss / damage arising out of any accidents/incidents while carrying out the contract.

### **3.18 INSURANCE**

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

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
  - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.

- b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

- ii. **All Risk Policy (ARP)** The contractor shall obtain All Risk Policy (ARP) covering all the risk, claim and liabilities of his own employees as well as to cover the Third Party Liabilities.
- iii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

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

- iv. **Automobile Liability Insurance** covering use of vehicles / mobile equipment used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- v. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required or replace the same immediately.
- vi. The Contractor shall submit to the Employer;

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

### **3.19 INDEMNIFICATION**

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

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

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

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

### **3.20 PERSONAL PROTECTIVE EQUIPMENTS**

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

### **3.21 CONDUCT**

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site duly ensuring good

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

**3.22 ACCIDENT**

3.22.1 The Contractor shall, within 24 hours of the occurrence of any incident detailed at clause no.3.21 or any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the OIC.

3.22.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor on account of any deficiency of service or statutory violations during the contract period.

**3.23 RECORD OF ATTENDANCE**

The contractor shall maintain the Attendance Register or biometric attendance of the staff in the prescribed format. The monthly attendance report of the deployed staff shall be submitted by the Contractor to Officer i/c every month along with the bill.

**3.24 IDENTITY CARD**

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

**3.25 SUB-CONTRACTING**

The Contractor shall not subcontract any part of the Works.

**3.26 FORCE MAJEURE:**

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

**(Jijo Thomas)**  
Secretary

#### 4.0 SPECIAL CONDITIONS OF CONTRACT(SCC):

##### 4.1 PERIOD OF CONTRACT :

The contractor shall carry out the work **Management of Guest House (Inspection Bungalow) including catering services at N.M.P.A., Panambur, Mangalore for a period of 2 years** from the date mentioned in the work order which is extendable by one more year at the sole discretion of NMPA.

##### 4.2 ADDITION & ALTERATION-

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

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

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

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

4.5 The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port 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.

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

- 4.7 The Contractor shall take utmost care and precautions as regards fire accident while carrying out the work. An adequate number of fire extinguishers to be placed at the work place.
- 4.8 The contractor shall engage the personnel as per the Manning roster during the contract period. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and necessary deductions (pro-rata basis on minimum wages) shall be made from the contractor's monthly bill.
- 4.9 If any personnel found in alcoholic condition on duty point such personnel shall be removed from the Service by the contractor

**4.10 PENALTY:**

4.10.1 The Contractor will be penalized on following accounts;

4.10.1.1 In case of failure to deploy Manpower for duty as per clause No 5.2 of scope of work, the Contractor shall be penalized at a rate equal to the daily wages of the absent workmen. This will be in addition to the pro rata deduction from the monthly bill.

4.10.1.2 In case of theft or damages caused to the Port property under the contract due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by New Mangalore Port Authority and the same will be deducted from the monthly bills of the contractor. Chairperson, NMPA's decision in this regard shall be binding on the contractor.

4.10.1.3 The contractor should give an undertaking that if any complaint is received under sexual harassment of women at work place against the contract employee or worker then immediately that contract employee or worker should not be permitted to enter NMPA premises other than to attend Internal Complaints Committee (ICC) inquiries. In case, if the contract employee is found guilty during the inquiry of ICC, he or she must be dismissed from the service. If not done within a month of submission of final report of ICC, then the contractor shall be debarred/blacklisted and terminated from the services and cannot participate in future tenders for a period of 3 years. Also the contractor has to pay a fine of Rs. 1,00,000.00 (Rupees One lakh only) to NMPA.

4.10.1.4 A penalty will be imposed on the contractor for every occasion of default. The amount will be recovered from the monthly bills. This will be in addition to any other action that Management may decide in the event of default in terms of the contract conditions. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairperson, New Mangalore Port Authority, in addition to any other action to be taken under

the contract conditions. The description of poor services and corresponding penalty are as follows:

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

Note: The personnel posted at the Guest House by the contractor if found committing any misappropriation/mistake should be replaced immediately on instructions of NMPA representative. The decision of the NMPA representative will be final with respect to the extent of penalties being levied.

- 4.11 The staffs deployed for the management of guesthouse shall be as per the qualifications prescribed at clause No 5.2.3 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of Office In-Charge (OIC), the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his/her attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately remove the staff from the contract and provide a replacement within 10 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 10 days from the date of issuance of the second notice, penalty as per clause No 4.10.1.1 shall be imposed from the 11th day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 4.12 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Contractor and no representation will be entertained in this regard by NMPA.
- 4.13 The person deployed by the Contractor shall not have any claim against NMPA or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.

- 4.14 The Contractor shall be contactable at all times and message sent by email/Fax/Special Messenger (SMS) from the NMPA to the Contractor shall be acknowledged immediately on receipt on the same day.
- 4.15 The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
- 4.16 The Contractor would be responsible for the leave record of the personal engaged by the agency.
- 4.17 The Contractor will supply the list of Personnel to be deployed with full particulars such as age, qualification, address, etc. before the commencement of the Agreement.
- 4.18 The Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 4.19 In case NMPA in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NMPA and upon so being notified by NMPA, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NMPA.
- 4.20 The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 4.21 The Contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the NMPA shall not be a party to any dispute arising out of such deployment by the Contractor.
- 4.22 The manpower deployed by the Contractor under this contract shall be the employee of the Contractor and in no circumstance shall ever have any claim of employment with the New Mangalore Port Authority.
- 4.23 **Uniform-**  
The staff deployed by the Contractor shall be indistinct/neat uniform including shirt, trouser/Suit salwar/chudidar/saree along with pair of black shoe for men/women with logo of the firm embossed. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to deployed staffs per annum. The colour and texture of the cloth will be decided mutually.
- 4.24 Registers and other Records to be maintained  
The Registers and Records that will be maintained by Contractor are as follows:
- (i) Register of persons Employed / deployed.
  - (ii) Service Certificate to be issued to every workmen on termination of employment for any reason.
  - (iii) Form of Register of Wages cum Muster Roll.
  - (iv) Proof of Wages paid to each employee, in the form of copy of Bank account statement.



- (v) An attendance register shall be maintained by the Contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties.
  - (vi) The Contractor shall maintain all statutory Registers under the applicable laws. The Contractor shall produce the same, on demand, to the concerned authority of NMPA or any other authority under law.
- 4.25 **Warning Clause-** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:
- (a) First Complaint - Verbal Warning.
  - (b) Second & Third Complaint - Written Warning/Show Cause Notice.
  - (c) Fourth & Fifth Complaint - Deduction of ¼ amount of the Monthly bill.
  - (d) Sixth Complaint - Issue of show cause notice for termination of contract and PBG of the contract will be forfeited.
- 4.26 The contractor shall keep a complaint/ suggestion book at a pre-designated place to record complaint/ suggestion on services rendered by the contractor and such complaint shall be taken note of and acted upon immediately as required to the satisfaction of the guests/New Mangalore Port Authority.
- 4.27 Misuse of electricity, water, telephone facility, furniture, fixtures & electric appliances shall be considered as a breach of contract and the contractor shall be liable to make good the same apart from any other action that may be taken under the contract.
- 4.28 The deployed staff must have high order of discipline and required skills/expertise in extending hospitality services of top order and any deployed staff found by the Secretary, NMPA, as incompetent shall be removed by the contractor from the guest house within 24 hours.
- 4.29 On expiry of contract or in event of termination, the contractor shall ensure that the staffs deployed by him are withdrawn immediately from the guest house of NMPA. It shall be explicitly understood that none of the deployed staff by the contractor will have any right against the NMPA during or after termination/expiry of this contract as it is the fundamental basis of the contractor only and not of the New Mangalore Port Authority.
- 4.30 The staff deployed by the contractor shall maintain strict discipline and not use any violent, obscene or offensive language while inside the premises. In the case of misbehavior, New Mangalore Port Authority has the right to take action as deemed fit.
- 4.31 The Contractor will be held responsible for the complaints of the guests in respect of unsatisfactory maintenance of guest house. A penalty will be imposed as stipulated in the clause No.4.10 above for every default. In case of any repeated complaints, the administration reserves the right to impose additional penalty as decided by the Chairman, New Mangalore Port Authority, in addition to any other action to be taken under the contract conditions.

- 4.32 The contractor shall carry out periodical pest control in suites/rooms and other areas of guest house to control the menace of bed bugs and breeding of small insects / mosquitoes etc., at least once in every quarter and other wise as and when required, at his own cost. Report in this regard has to be furnished in the first week of the following month after every quarter.
- 4.33 The Contractor is responsible for providing the accommodation facility to their deployed manpower. No facility for accommodation shall be provided by NMPA Accommodation may be provided on request basis from the Contractor at NMPA Quarters on monthly market rent fixed by NMPA subject to availability. The Contractor is responsible for payment of rent and other charges i.e Electricity bill, Water charges etc.
- 4.34 Compliance of Labour Law -The contractor shall fulfill all obligations under various labour laws in force as amended from time to time regarding deployment of contract workers in respect of the services provided under this contract.
- 4.35 The Price quoted should cover all leave substitutes/weekly off reliever/over time / Uniform allowances and any other ancillaries. Once the Contractor is selected on the basis of its submitted bid, the Contractor would be responsible to fulfill his/her obligation as per the submitted bid. He is not entitled to do any rate revision of the service charges and monthly maintenance charges quoted for any reason. The price quoted shall remain constant throughout the contract period and no escalation is admissible for any reason whatsoever except reimbursement of increased Minimum Wages as per actuals.
- 4.36 The authorized New Mangalore Port Authority Officers shall have uninterrupted access to the guest house at any time with the permission of Chairman / Dy. Chairman / Secretary.
- 4.37 The staff deployed by the contractor will be medically examined by qualified medical practitioner once in a year and the expenditure towards the same shall be borne by the contractor.

**(Jijo Thomas)**  
Secretary

## 5.0 **SCOPE OF WORK**

5.1 The New Mangalore Port Authority Guest House (Inspection Bungalow) NMPA, Panambur, Mangalore are meant for accommodation of VIPs/NMPA guests. Arranging refreshments, breakfast, lunch and dinner for guests and special meetings are regular activities of the Guest House including catering requirements at Administration Building, NMPA, Panambur.

### 5.1.1 **Guest House (Inspection Bungalow)**

#### Ground Floor

- ❖ Reception Desk
- ❖ One Dining hall (Air conditioned) having sitting arrangements of 20 persons with hand wash basin attached wash room.
- ❖ Conference Hall (Air conditioned) having sitting arrangements of 15 persons.
- ❖ One Kitchen with washing area.
- ❖ One Kitchen store and wash room.
- ❖ Passage area and staircase.
- ❖ 8 Standard Double Bedded Rooms (Air conditioned) with attached washroom including all furniture (Cot, Bed, Wardrobe, dressing mirror etc.) & fixtures including Air Conditioner, Fan, LED TV, Water Heater (geyser), telephone, LED Tube light and bulb etc.
- ❖ 2 Utility Room without washroom with all furniture & fixtures including Fan, Tube light etc.
- ❖ General Washroom.

#### 1<sup>st</sup> Floor

- ❖ 2 Standard double bedded Suites (Air conditioned) with living room, attached washroom with all furniture (Cot, Bed, Wardrobe, dressing mirror, sofa set, Tepoy etc.) & fixtures including A.C., Fan, Refrigerators, LCD/LED TV and telephone etc.
- ❖ 7 Standard Double Bedded Rooms (Air conditioned) with attached washroom with all furniture (Cot, Bed, Wardrobe, dressing mirror etc.) & fixtures including A.C., Fan, Geyser, Wardrobe, LCD/LED TV and telephone etc.
- ❖ 1 Utility Room without washroom with cupboard including Fan, Tube light etc.
- ❖ 1 Multipurpose Hall with attached washroom having sitting arrangements of 10 persons.

### 5.1.2 **Catering Requirement**

Catering requirement of NMPA at its various locations during Board Meetings, VIP visits, Ministers, Ministry Officials, other events etc. However NMPA reserves its right to avail catering services from any other agency for the events at board room, BDC, Admin. Building, JNC Hall etc. and limit the contractor's catering services to in house guests only.

5.2 The scope of work includes contract for “Management of Guest House (Inspection Bungalow) including catering services at N.M.P.A., Panambur, Mangalore” as detailed at para 5.1.2 above.

- 5.2.1 Overall supervision of the Guest House including Catering Services at IB guest house, Admin. Building and BDC as per the requirements of NMPA to its guests with the coordination of PR Section of New Mangalore Port.
- 5.2.2 To carry out any other related work to the guest house as per the instructions from Secretary, NMPA and/or an Officer nominated by him.
- 5.2.3 To coordinate for making catering arrangements at guest house, Admin. Building and BDC for guests of NMPA including the food services as per the request received/instructions issued from the PR Section/NMPA.
- 5.2.4 To ensure that the Guest House maintained in neat/clean and Hygienic condition.
- 5.2.5 To ensure compliance of providing the services as required under the contract.
- 5.2.6 Any other work assigned by the Secretary, NMPA.

**5.3 Manpower :**

- 5.3.1 The Contractor has to provide following staff round the clock as may be required for maintaining the guesthouse and providing services:

Sl. No.	Category of worker	No. of Posts	Working Hour in Shift
1	Highly Skilled (Supervisor)	1	General Shift
2	Skilled (Cook)	2	1 <sup>st</sup> Shift and 2 <sup>nd</sup> Shift
3	Skilled (Cook cum Bearer)	1	General Shift
4	Semi-Skilled (Asst. Cook)	1	General Shift
5	Semi-Skilled (Receptionist)	2	1 <sup>st</sup> Shift and 2 <sup>nd</sup> Shift
6	Unskilled (Room Boys)	3	3 Shifts
7	Unskilled (Kitchen Helper)	1	1 Shift
8	Unskilled (Sweeping and Cleaning)	3	2 Shifts

**5.3.2 Duties and Responsibility of Manpower Service:-**

- (a) The personnel deployed shall work on shift duties are as follows:
  - Ist Shift - 6-00 A.M to 2-00 P.M
  - IInd Shift - 2-00 P.M to 10-00 P.M
  - IIIrd Shift - 10-00 P.M to 6-00 A.M
  - General Shift - 8-00 A.M to 05-00 P.M
- (b) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- (c) The Contractor shall provide a Highly Skilled Supervisor for control/supervision of the guest house including Catering Services at IB guest house, Admin. Building and BDC and to take instructions from Officer In charge.

- 5.3.3 **Qualification of the Staffs to be deployed:-**The Contractor shall submit the profile of the personnel engaged by them for the contract at least two (2) days prior to the start of

contract as indicated in the work order/LOA. The qualification of the staffs deployed shall be as follows:-

**5.3.3.1 Highly Skilled (Supervisor) Category**

The contractor shall provide 01 No. of supervisor who can effectively control/supervise the manpower and housekeeping/catering department having minimum qualification of Diploma/PUC with minimum of 3 years experience in the related work and shall not be more than 50 years of age.

**5.3.3.2 Skilled (Cook/Cook cum Bearer) Category**

The contractor shall provide 03 No. of Cook who can prepare hygienic food for Breakfast, Lunch, Dinner and meeting/special meeting/function etc. with minimum of 3 years experience in the related work and shall not be more than 50 years of age.

**5.3.3.3 Semi-Skilled /Clerical Category**

The contractor shall provide 03 Nos. of Semi-Skilled /Asst.Cook/Receptionist with minimum of 2 years experience in the related work and shall not be more than 45 years of age.

**5.3.3.4 Un-Skilled Category**

The contractor shall provide 10 Nos. of Unskilled as Room Boy/Kitchen Helper/Sweeper/Cleaner having qualification of SSLC having experience of 1 year in the related work and having speaking knowledge of Kannada, Hindi and English. The deployed staff shall not be more than 45 years of age and should be proficient in the related work.

**5.4 Hospitality service at Guest House (Inspection Bungalow) NMPA, Panambur.**

5.4.1 The Contractor should provide management services in the Guest House in such a manner that the services rendered are of very high quality level to that of a 3 star Hotel.

5.4.2 The services provided to the Guests should be of very high standard. Hygienic and high quality of services should be ensured. Behavior of the staff should be courteous and polite.

5.4.3 The Contractor must have expertise in management of Guest House (hospitality, Catering services) as stated in the eligibility criteria.

5.4.4 Providing all services that may be relevant in connection with the functioning of the guest house equivalent to a 3 star hotel.

**5.5 Items for Guest Comfort:**

The Contractor should provide the following new branded items in each room of the guest house at his own cost.

- Electric Kettle
- Sugar, Tea, Coffee sachets
- Coffee/Tea Mug and saucers
- Bucket
- Bath Mug
- Bathroom Palta (Anti-skid)

- Toilet Bucket
- Toilet Mug
- Bathroom Dustbin
- Anti-Skid bath mat
- Pillow
- Soap stand, Room Air Freshener, Bathroom Air Freshener etc.
- Hand Towel
- Bath Towel
- Pillow cover
- Shaving kit (one time user)
- Bedding set (Bed Spread, Bed sheet, Pillow with cover etc.)
- Bed Comforter set
- Quilt / Blanket
- Duvet cover set (3 piece with pillow)
- Liquid Soap with dispenser
- Guest Soap/ Soap Bar(small)
- Hair Oil
- Comb
- Paper Napkin
- First – Aid Kit
- Tooth Brush Kit
- Candle
- Mosquito Repellent
- SS Dust bin with Lid (Large)
- Fragrance candle
- Garbage Bag
- Glass with Coaster
- Bath robe
- Toilet Roll
- Shower Cap
- Talcum Powder
- News Paper (English / Hindi) or as required by the guest – on paid basis
- Shoe shine strip
- Bathroom slipper
- Clothes Hangers
- Laundry bags

## 5.6 Catering Services:

5.6.1 The Contractor should provide good quality of catering service for which they have to keep qualified cook who can prepare hygienic food for Breakfast, Lunch, Dinner and meeting/special meeting/function. The contractor will look after catering needs of the guests as per the order received from the guests. They should use standard quality of ingredients for cooking. Prescribed menu and the maximum rates chargeable to Guests are mentioned in **Annexure-10**.

5.6.2 The contractor shall be responsible for purchase of raw materials, cooking of food items and serving to the guests at his own cost.

5.6.3 The eatable served by the contractor to the guests shall be of good quality & completely hygienic. Raw materials used like tea, milk, curd, coffee, masala, ghee, refined oil, vegetables, food grains, rice, pulses and other eatables like bread, butter, jam, fruits, pickles etc., to be served to the guests shall be fresh and of good quality of reputed brand. The contractor shall ensure that there is no scope for any complaint from the guests.

5.6.4 The contractor should provide the following new reputed brand items for providing catering services at his / her own cost.

- Kitchen Utensils
- Food storage /Kitchen storage containers
- Crockery
- Cutlery
- Serving dish
- Food warmer cum Buffet serving set
- Gas stove with LPG Refills, fridge, cold storage, oven, mixer, grinder, rice cooker, pressure cooker, idly steamer etc.

**5.7 Laundry Services:**

5.7.1 The contractor should provide laundry services such as washing / Dry cleaning of the Bed Covers, Bed Sheets, Curtains, Pillow Covers, Cloth Napkins, and Towels etc. at his own cost. For guest laundry, contractor can recover the laundry charges directly from the guests.

**5.8 News Paper/Periodicals:**

5.8.1 The Contractor should provide minimum one English, Hindi and one local daily newspaper at the reception lobby at his own cost. The contractor should provide daily newspaper to the visiting guests as per their requirement, on chargeable basis.

**5.9 Housekeeping Services:**

5.9.1 The contractor shall ensure housekeeping staff to maintain very good and regular cleaning and housekeeping services in the guest house. The Contractor will ensure regular and efficient House-keeping Services to the entire satisfaction of the guests and the Port Administration. The Contractor will monitor the working of House-keeping staff by checking the standard of cleanliness, i.e. sweeping, cleaning, mopping of the floors, dusting the furniture, Vacuum cleaning of the carpets, dusting / sweeping of the windows and its fixtures, cleaning of toilets, changing of bed linen, bath & hand towel before arrival of any new guest.

5.9.2 The Contractor has to maintain the guest house in hygienic and clean condition of the standard equivalent to 3 star hotels.

5.9.3 The contractor has to take the following hygiene and cleaning measures:

- (a) Cleaning the kitchen area twice a day, including the store- room,
- (b) Soaking the vessels in hot water at the end of the day,
- (c) Crockery to be washed with hot water using detergents,
- (d) Cleaning of refrigerators, bottle-coolers and water coolers, once a week,
- (e) Periodic spraying of insecticides,
- (f) Food quality
- (g) Maintain latest standards of health & hygiene
- (h) Cleaning the dining tables with detergent and water at the end of the day,

- (i) Cleaning of wash basins with detergent at the end of the day.
- (j) In case of failure the contractor will liable for legal actions as per the provisions of Food & safety Rules and other various Act, applicable in this respect.

5.9.4 The Contractor should provide good quality of housekeeping materials, tools, equipment's etc. required for the upkeep of the guest house. Collection, segregation, storage and disposal of garbage shall be managed by the contractor.

#### **5.10 Maintenance and Repair**

5.10.1 Contractor should

- Maintain & cleaning the curtains of all Rooms.
- Maintain the sofas, chairs, dining tables, water purifier, Gym equipment etc. provided in the rooms, premises of NMPA guest house.
- shall also responsible to take care of NMPA assets like Air conditioner, Geyser, Refrigerator, TV Sets, Invertors/UPS, telephone instruments and any other appliances provided during the contract period. If any fault identified in any appliances shall be reported to the concerned Engineer/ contractor immediately for putting them in order.

#### **5.11 Contractors Responsibilities**

5.11.1 Deployment of staff for the Management of Guest House, as per manning pattern in Clause No. 5.2 above. Any failure in deployment of staff as per the Manning Pattern, penalty as per clause No 4.13 of Special Condition of contract shall be imposed. The Contractor shall ensure smooth operation of the Guest House Management works throughout the contract period by continuously monitoring the staffs deployed.

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

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

5.11.4 Maintaining good liaison and cordial relations with the Port staff

#### **5.12 Room Rent Collection:**

5.12.1 The payment from the guest for the stay as per approved rates as notified by Secretary, NMPA will be collected by the contractor or his representative, who will issue proper receipt on behalf of New Mangalore Port Authority. The collected amount should be deposited to N.M.P.A. account every fortnight i.e. on 15th and 30th day of the month and if it is a holiday, then next working day and send the copy of deposit slip to Asst Secretary/Public Relation Cell, NMPA immediately after deposit. Failing to do so shall be considered as breach of contract and liable for action in terms of tender conditions and as decided by the Chairman, NMPA. A penalty of Rs.1000/- per default will be imposed for



noncompliance. Submission of proof of deposit is mandatory for release of monthly Management fees.

5.12.2 In the event GST is applicable and collected from the clients it is the liability of the successful bidder to remit the collected GST amount to the concerned tax department using his GST registration number.

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

**(Jijo Thomas)**  
Secretary

**PARTICULARS OF BIDDER:**

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

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

Signature & seal of the Bidder

**TENDER FORM**

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

To,

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

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “**MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS**” which is extendable by one more year at the sole discretion of NMPA.. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees/Performance Security to the extent of 10% (ten percent) of the contract price in the manner set forth in the GCC of tender, if our tender is accepted.
3. We further undertake, to enter into and execute within 21 days of acceptance, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon, if our tender is accepted.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the Earnest Money Deposit (EMD) as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the Ministry of MSME if applicable.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that NMPA is not bound to accept the lowest or any tender it may receive or cancel the bidding at its discretion.
9. We further declare and confirm that the bid is submitted after a careful reading of the tender document and having satisfied that contents are clear and unambiguous. it is further confirmed that we have received all clarifications and visited the premises before bidding.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign  
the Tender for and on behalf of  
(IN BLOCK CAPITALS)

Signature:

Witness

Address:

**FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To \_\_\_\_\_

**“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA.

Ref: \_\_\_\_\_

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

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

Date:

Place:

Name of the Applicant : \_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM OF AGREEMENT**

THIS AGREEMENT made at Mangalore this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN M/s. \_\_\_\_\_ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MAJOR PORT AUTHORITY, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority Act 2021 having its Regional Office at Panambur, Mangalore ( herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for **“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA for the period from \_\_\_/\_\_\_/2023 to \_\_\_/\_\_\_/2025 and guarantying the performance for contract period vide Work Order No. \_\_\_\_\_ dtd. \_\_\_/\_\_\_/2023.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
  - a) The said tender
  - b) The acceptance of tender
  - c) The conditions of Contract
  - d) The scope of work/specifications.
  - e) The Price schedule and all other Annexure/s
  - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA in conformity in all respects with the provision of the Contract.

4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA. The Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned dated...../..../2023 and contains with.....pages in all.

Signed, sealed and delivered  
by \_\_\_\_\_ for and on behalf of

(Contractor)  
COMPANY SEAL

Witness: 1.  
2.

SECRETARY (Stat)  
For and On behalf of the NMPA  
(Board)

Witness 1.  
2.

**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

1. In consideration of the Board of Major Port Authority of the New Mangalore Port 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 its successors and assigns has awarded the Contract for **“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA vide Work Order No. \_\_\_\_\_ (hereinafter called ‘the Contract’) to M/s. **“Name of the Contractor”** (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) to Board, we the \_\_\_\_\_ Bank, (full address of the bank to be mentioned)(hereinafter referred to as ‘the Bank’ ) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
2. We, \_\_\_\_\_ (Name of the Bank), do hereby undertake to pay Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_).
3. We, \_\_\_\_\_ (Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Secretary/Secretary i/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly

discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ (Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, \_\_\_\_\_ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_).
9. This Guarantee shall valid up to \_\_\_\_\_.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/202.
11. The Bank Guarantee is encashable at our \_\_\_\_\_ branch at Mangalore, Karnataka

Dated ----- day of -----2023

For

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

**Annexure-6**



**Bank Information for E-Payment**

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

**Signature and seal of the Bidder**

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

**FORMAT OF POWER OF ATTORNEY** (in original)

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

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

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

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

- a) To represent lawfully the (name of the Firm/Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Firm/Company could do, if present and acting there.

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

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

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

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

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

SIGNED AND DELIVERED ON  
\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON  
\_\_\_\_\_ BY

(Name & designation of Attorney)

**INDEMNITY BOND**

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

This deed of indemnity is executed by ..... herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port 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 herein a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the work order No..... valued at Rs.....

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

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

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

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

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

The Indemnifier shall ensure the use of PPE such as 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 or any guest or visitor of NMPA for which the indemnified and its officers / representation are in no way responsible.

For.....  
INDEMINIFIER  
(Signature with Name and Designation)  
Company Seal

Station:  
Date:

Witness:  
1.....  
Signature with Name, Designation & Address  
  
2.....  
Signature with Name, Designation & Address

**SPECIMEN BANK GUARANTEE FORM FOR EMD**

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.200/- non-judicial Stamp Paper]

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

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

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
[signature(s)]

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

**MENU OF GUEST HOUSE (INSPECTION BUNGALOW), N.M.P.A, PANAMBUR”**

1.	<p><b>BREAKFAST</b>  <b><u>Vegetarian</u></b>                      - 2 Idli and 1 Medhu Vada.                      - 4 Neer Dosa                      - 1 Masala Dosa                      - 2 Plain Dosa                      - 2 Ghee Dosa                      - Onion Uttappa                      - 2 Poori Bhaji                      - 2 Aloo Parota                      - Upma Sheera (Chow Chow Bath)</p>	<p>Rs.40.00                      Rs.30.00                      Rs.40.00                      Rs.30.00                      Rs.40.00                      Rs.30.00                      Rs.30.00                      Rs.40.00                      Rs.50.00</p>
2.	<p><b>BREAKFAST</b>  <b><u>Non-Vegetarian</u></b>                      Bread Omlet                      Boiled Egg</p>	<p>as per Market rate *</p>
3	<p><b><u>LUNCH / DINNER</u></b>  <b><u>Vegetarian</u></b>                      Rice, Pulka/Chapati (2 Nos), Dal, Vegetable,                      Sambar/Rasam, Curd, Papad, Pickle, Salad.</p> <p><b><u>Mini Lunch</u></b>                      Chapati (3 Nos), Dal, Sabji</p> <p>Veg. Pulav + Dal                      Jeera Rice + Dal</p>	<p>Rs.80.00                        Rs.50.00                       Rs.50.00                      Rs.50.00</p>
4	<p><b><u>Non Vegetarian(on demand)</u></b>                      Rice, Chapati (2 Nos), Dal, Veg. Palya, Curd, Papad,                      Pickle, Salad and Chicken/ Mutton/                      Fish(seasonal)with additional cost</p> <p>Chicken Biryani (1Plate)</p>	<p>Rs.70.00+Non-Veg                      as per Market rate *                        Rs. 140.00</p>
5	<p>1 Cup Tea /Milk/Green Tea/Lemon Tea/Black                      Tea/Butter Milk</p>	<p>Rs. 15.00</p>
6	<p>Soft Drinks</p>	<p>as per Market rate *</p>

**\* Market rate: As decided by NMPA from time to time.**

**PRICE BID**

Validate

Print

Help

**Item Wise BoQ**

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

**Name of Work:” MANAGEMENT OF GUEST HOUSE (INSPECTION BUNGALOW) INCLUDING CATERING SERVICES AT N.M.P.A., PANAMBUR, MANGALORE FOR A PERIOD OF 2 YEARS”** which is extendable by one more year at the sole discretion of NMPA.

**Contract No: : 11/1/2023-24/IB/PLA-2 dated 29/01/2024**

Name of the Bidder/ Bidding Firm / Company :									
<b>PRICE SCHEDULE</b>									
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>									
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER#	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code/ Make	Quantity	Units	Estimated Rate per month in Rs.	Estimated Rate for 2 years in Rs.	Rate per month in Rs.	TOTAL AMOUNT in Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10
1	Description								
1.01	Monthly charges for deployment of 14 Nos. of Manpower for the Management of Guest House including Catering Services as per the requirement of NMPA, Panambur, Mangalore for a period of two years” excluding, differential minimum wages, ESI, PF and GST.	Item 1	24	Month	3,02,159.00	72,51,816.00		0.00	INR Zero Only



1.02	Monthly charges for the Management of Guest House including Catering Services as per the requirement of NMPA, Panambur, Mangalore for a period of two (2) years” including Uniform charges & cost of consumables to carry out all the works mentioned in the scope of work excluding GST.	Item 2	24	Month				0.00	INR Zero Only	
<b>Total in Figures</b>								<b>0.00</b>	<b>INR Zero Only</b>	
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>								
<b>Note:</b> 1. The bidders are advised to offer their best possible rates. If the firm quotes less than Labour Component (Sl. No. 1.01), the bid will be considered as the bid with NIL charges/ NIL consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. Hence shall be summarily rejected. 2. The rates quoted above shall be exclusive of ESI, PF and GST. 3. Applicable GST 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. 4. GST shall be shown as a separate line item in the tax invoice. 5. The EPF & ESI contribution of the Employees and immediate Employer’s contribution shall be remitted to the authorities concerned periodically at the applicable rates by the Contractor. The contribution of the immediate Employer’s for ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made. The documents related to the payment of EPF & ESI shall be enclosed with the Monthly Bills.										

Contractor Signature:  
Stamp & Seal:

**PART-IV**

**NMPA BANK DETAILS FOR REMITTING TENDER FEES**

1	Name of Payee	The FA & CAO, New Mangalore Port Authority, Panambur - 575 010. Mangalore
2	Name of the Bank:	State Bank of India, Panambur, Mangalore Pin:- 575 010.
3	Bank A/C No.	10205649448
4	IFSC Code:	SBIN0002249
5	MICR Code:	575002011

\*\*\*\*\*

**CHECK LIST**

**Tender No: 11/1/2023-24/IB/PLA-2**

**Dated : 29/01/2024**

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

<b>DETAILS OF DOCUMENT TO BE SUBMITTED</b>		<b>YES</b>	<b>NO</b>	
<b>TECHNICAL BID</b>	1	RTGS receipt of Cost of Tender & Earnest Money Deposit (EMD) or supporting document for exemption of EMD & Tender Fee as per clause 2.2.1(c)		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate with PF Code Number. e) License under the Shops and Establishment Act f) License of Food Safety and Standards Authority of India (FSSAI)		
	5	Tender Document- sealed and signed by the bidder along with Pre-bid replies, corrigendum/addendums if any		
	6	a) Annexure--1-- Particulars of Bidder. b) Annexure--2 --Tender Form c) Annexure--3-- Format of Declaration d) Annexure--6-- Bank information for E-payment e) Annexure--7-- Power of Attorney		
<b>PRICE BID</b>	<b>PART-III - Price Schedule (Online Mode Only)</b>			