



TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

NIT No. CIVIL/CE(C)/EE(C)/74/2023-24

E-Tender Event No NMPA/2024_NMPT_792973_1

Tender for

“Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25.”

THROUGH E-TENDERING MODE

Tender Amount	:	Rs. 47,02,266/-
E.M.D.	:	Rs. 1,11,000/-
Tender Fee	:	Rs. 560/- (Including GST @ 12%)

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NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
NIT No: CIVIL/CE(C)/EE(C)/74/2023-24Date:01-02-2024
TENDER ID:2024_NMPT_792973_1

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25".

Estimated Amount put to Tender	Rs. 47,02,266/-
Earnest Money Deposit (EMD)	Rs. 1,11,000/- (Rupees One Lakh Eleven Thousand Only) EMD shall be paid by NEFT in favour of F.A. & C.A.O., NMPA.
Cost of Tender (Tender fee)	Rs. 560/- (Rupees Five Hundred Sixty Only including GST @12%)
Document download start date and time	01-02-2024 at 15.00 HRS
Seek clarification start date and time	NA
Seek clarification end date and time	NA
Bid submission start date and time	15-02-2024 at 15.00 HRS
Bid submission closing date and time	22-02-2024 at 15.00 HRS
Date & time of opening of Cover - I : Technical Cover- II : Financial	23-02-2024 at 15.30 HRS Shall be communicated separately.
Completion period	24 (Twenty Four) Months including monsoon
Validity of Tender	120 days from the closing date of online submission of e-tender.

Amendments to the tender (if any) will be issued only through web site. <http://www.newmangaloreport.gov.in> and [https:// www. eprocure. gov.in/ eprocure / app](https://www.eprocure.gov.in/eprocure/app) of [CPP Portal](#)

-sd-
Executive Engineer (Civil)

NEW MANGALORE PORT AUTHORITY
PANAMBUR, MANGALORE -575010
NIT No: CIVIL/CE(C)/EE(C)/74/2023-24 Date: 01-02-2024
TENDER ID:2024_NMPT_792973_1

SECTION I

i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through [https:// www.eprocure.gov.in/eprocure/](https://www.eprocure.gov.in/eprocure/) app of CPP portal from the reputed Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25"

The salient features are as under.

THE PORT:

The New Mangalore Port (NMP) is an artificial port situated at latitude 12°55' north and longitude 74°48' east located at Panambur in Mangalore. It is located at a distance of 170 nautical miles south of Mormugao Port – Vasco – Goa and 191 nautical miles North of Cochin Port Kerala. It is a fast growing Port with dedicated facility for handling Container, Break Bulk and Liquid Cargo.

THE PROJECT:

NMPA wishes to invite bids from experienced party/ies to carry out Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25"

The proposal is to be submitted in two cover system. The first cover to contain "Technical proposal" and second cover the "Financial proposal".

The objectives of the proposed assignment works are to monitor the Environmental parameters on air, marine water, STP water, drinking water (as per 10,500), noise, DG stack as per KSPCB/CPCB standards.

The Objectives are:

To collect samples as per the port's Environment Management Plan, analyze and compare the results with the latest Government Guidelines, norms and to suggest preventive and corrective measures to be taken up by the Port. Further monitoring of the preventive and corrective measures to be taken up for the non- conformities found, is

also the responsibility of the bidder.

This is based on the vision and mission of the NMPA to integrate state-of-art management and performance enhancement measures at the NMPA so that it emerges as a beacon amongst ports across the country as a green port. It is the responsibility of the bidder to suggest recommendations, if any variations found in the results of testing samples.

Minimum Eligibility Criteria:

- a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least Three similar completed works costing not less than the amount equal to Rs. 9.41 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 11.76 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 18.81 lakhs

Note1:* Similar works means Monitoring of Environmental parameters including ambient air, marine water/water bodies, sewage treated water and drinking water bodies, noise and DG stack.

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate

- b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 shall be at least Rs.7.06lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria.

The financial capacity to be 3.33 times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

- c) The tenderer shall submit a copy of valid ESI & EPF registration certificate along with the tender.

- d) The tenderer shall submit the valid Registration from MOEF & CC (QCI/NABL/EPA) for their testing laboratories

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs 47,02,266/-
ii)	Earnest Money Deposit (EMD)	Rs. 1,11,000/- (Rupees One Lakh Eleven Thousand Only.) EMD shall be paid by RTGS/NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs. 560/- (Rupees Five Hundred Sixty Only) Scanned copy should be uploaded along with bid. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender fee to Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME
iv)	Document download start date and time	01-02-2024 at 15.00 HRS
v)	Seek clarification start date and	NA

	time	
vi)	Seek clarification end date and time	NA
vii)	Bid submission start date and time	15-02-2024 at 15.00 HRS
vii)	Bid submission closing date and time	22-02-2024 at 15.00 HRS
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	23-02-2024at 15.30 HRS Shall be communicated separately.
x)	Completion period	24 (Twenty Four) Months including monsoon
xi)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 560/-(Rupees Five Hundred Sixty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: yogindra.s@nmpt.gov.in / chiefengineer@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-

Executive Engineer (Civil)

NEW MANGALORE PORT AUTHORITY
PANAMBUR, MANGALORE -575010
NIT No: CIVIL/CE(C)/EE(C)/74/2023-24
E-Tender event No. NMPA/2024_NMPT_792973_1

ii) INSTRUCTIONS TO TENDERERS

A. Instructions for E-Tendering

INSTRUCTION TO E-TENDERING

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

This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on www.newmangaloreport.gov.in. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. Bidder should arrange for the 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. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
11. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
12. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

15. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
16. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
17. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
18. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
19. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
20. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
21. Tender form Fee and EMD shall be submitted with the Cover I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered.
22. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

2. Cover – I Details (Technical)

The following documents shall be uploaded online only.

- a. Letter of Submission- Covering letter (vide Annexure – 1)
- b. Power of Attorney in favour of signatory/s to the Tender,.(vide Annexure -2)
(Original power of attorney ie. Annexure 2 to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- c. Details in respect of background of the bidder, organizational structure, key personnel, CVs of key personnel and details of associate/s likely to be involved in executing this assignment. Curriculum Vitae (C.V.) shall be recently signed with date by the proposed key professional staff and also by an authorized official of the firm. An undertaking that qualification, experience and minimum number of man power proposed to be deployed shall be as stipulated in the proposal document (vide Annexure-3)
- d. Details of “Minimum eligibility criteria” as per Clause 12 of instruction to Tenderers and certificates (Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) (vide Annexure-4). The following specific instruction may be noted ;
 - i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 (a) for “Minimum eligibility”.
 - ii) A separate sheet should be filled for each of the eligible assignments.
 - iii) the details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by client’s completion certificates and work orders etc.
 - iv) The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- e. A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide Annexure-5) with balance sheet.
- f. A list of Plant and equipment proposed to be engaged for work. (vide Annexure-7) The equipment indicated in the Annexure -7 will form part of contract

agreement and as such the bidders are requested to indicate the availability of the equipment at site at what stage of the construction period the equipment would be made available.

- g. Tenderer should submit copy of Permanent Account Number. (PAN), ESI, PF and GST Registration (GSTIN) Number along with certificates issued by the authority as applicable
- h. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form**
- i. A declaration to the effect that (vide Annexure -8):-
 - a. All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.
 - b. 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.
 - c. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - d. We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- j. NEFT Payment details towards EMD and cost of tender.
- k. Scanned copy of documents as per Annexure 10 and 11, Bank details for e-payments.
- l. Technical bid document along with amendments and clarifications.

3. Cover – II Detail (Finance)

PRICE BID (Bill Of Quantities)

Price should be quoted in the BOQ template available in the portal. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

Any indication of 'Quoted price' in the online technical bid documents shall lead to

rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

4. Opening of bids

- A. Cover I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Cover II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

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

5. Evaluation process:

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting

substantially responsive bids.

- j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers
- m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time
- n. The cost of stamping Agreement must be borne by the successful Tenderer
- o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

B. Instructions To Tenderers (General)

1. Introduction:

This work essentially comprises of “Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25”

2. Applicants:

Contractors who wish to bid for the tender for the contract work should apply for the tender document. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract document.

3. Invitation for Bids:

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the works detailed in the NIT through e-tender mode only.

4. Purchase of Tender Documents:

Tender document can be downloaded from NMPA website www.newmangaloreport.gov.in,

www.tender.gov.in & <https://www.eprocure.gov.in/eprocure/app> of CPP portal

5. One Bid per Bidder:

Each bidder shall submit only one bid for one package. Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

8. Content of Bidding Documents:

Tender Document will consist of:

Section I	Notice Inviting Tenders Instructions to Tenderers Annexure (1 to 13)
Section II	Form of Agreement
Section III	General Conditions of Contract Terms of reference Financial Proposal Annexure (A to E) Form of security

Any indication of "Quoted price" in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted, upload the entire document on the CPP portal only.

9. Clarification of the Bidding Documents:

The Tenderers are advised to examine the Tender Document carefully and if there

be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer (Civil) in writing, so as to reach at least three days before start date of submission of bid. It is to be noted that queries asked after due date will not be answered. Employer's clarifications shall be furnished in the CPP e-portal or shall be issued a corrigendum in the web site after closing date of online pre-bid meeting without identifying the source.

10. Amendment of Bidding Documents:

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Cover I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder

11. Preparation of bids:

All documents relating to the bid shall be in the English language.

12. Minimum Eligibility Criteria:

- a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following

At least Three similar completed works costing not less than the amount equal to Rs. 9.41 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 11.76 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 18.81 lakhs

Note1:* Similar works means Monitoring of Environmental parameters including ambient air, marine water/Sludge, sewage treated water and drinking water bodies, noise and DG stack.

Note 2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate

- b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 shall be at least Rs. 7.06 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria.

The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the Annexure-6.

- c) The tenderer shall submit a copy of valid ESI & EPF registration certificate along with the tender.
- d) The tenderer shall submit the valid Registration from MOEF & CC (QCI/NABL/EPA) for their testing laboratories

Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the date of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Experience of the tenderer / contractor for completed works, executed in private organization shall be considered only if the Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed by the tenderer along with the tender. In case work executed on subcontract, only approved or authorized subcontract shall be considered for eligible assignment.

A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be submitted.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

13. Bid Prices:

The contract shall be for the whole works as described in based on the priced Bill of

Quantities submitted through CPP e-portal by the Bidder .The Bidder shall fill in the percentage of Excess or Less in the Bill of Quantities through CPP e-portal. Items for which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities

14. Currencies of Bid and Payment:

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees

15. Bid Validity:

Bids shall remain valid for a period not less than one hundred twenty days (120 days) after the last date for online bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee

16. Bid Security / EMD:

- i. The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 10.

2. Bank A/C No. 10205649448

3. IFSC Code: SBIN002249

4. MICR Code: 575002011

The Techno Commercial Bid shall be accompanied by the RTGS/NEFT deposit details towards Earnest Money Deposit of Rs. 111000/- (Rupees One Lakh Eleven Thousand Only) as stipulated in the tender. The tender without EMD shall be treated invalid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will be considered. The bidders shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body

specified by Ministry of MSME. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 120 days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.

- ii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 120 days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.
- iii. The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by RTGS/NEFT on conclusion of contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- iv. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form.**
- v. The Bid Security of a successful bidder will be forfeited in the following cases:
 - a) If the bidder withdraws his Tender during the period of bid validity.
 - b) In case of a successful tenderer fails
 - i) to commence the work, apart forfeiture of other claims
 - ii) within the specified time limit to sign the Agreement or furnish the required Performance Security. In the event of forfeiting the EMD / SD / LD and while imposing penalty GST as applicable will be collected.

17. No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18. Format and Signing of Bid:

The Bid shall be in online mode. The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer

19. Bid Submission:

Tender document including quoted bid price have to be submitted online only through CPP Portal before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Power of attorney.

The Tender shall be submitted in Two cover

- I. Technical Bid: Shall contain the following.
 - a. Letter of Submission- Covering letter (vide Annexure – 1)
 - b. Power of Attorney in favour of signatory/s to the Tender,.(vide Annexure -2)
(Original power of attorney ie. Annexure 2 to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership
 - c. Details in respect of background of the bidder, organizational structure, key personnel, CVs of key personnel and details of associate/s likely to be involved in executing this assignment. Curriculum Vitae (C.V.) shall be recently signed with date by the proposed key professional staff and also by an authorized official of the firm. An undertaking that qualification, experience and minimum number of man power proposed to be deployed shall be as stipulated in the proposal document (vide Annexure-3)
 - d. Details of “Minimum eligibility criteria” as per Clause 12 of instruction to Tenderers and certificates (Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) (vide Annexure-4). The following specific instruction may be noted ;
 - i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 (a) for “Minimum eligibility”.
 - ii) A separate sheet should be filled for each of the eligible assignments.
 - iii) the details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by client's completion certificates and work orders etc.
 - iv) The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
 - e. A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide Annexure-5) with balance sheet.
 - f. A list of Plant and equipment proposed to be engaged for work. (vide Annexure-7) The equipment indicated in the Annexure -7 will form part of contract agreement and as such the bidders are requested to indicate the

availability of the equipment at site at what stage of the construction period the equipment would be made available.

- g. Tenderer should submit copy of Permanent Account Number. (PAN), ESI, PF and GST Registration (GSTIN) Number along with certificates issued by the authority as applicable
- h. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form.**
- i. A declaration to the effect that (vide Annexure -8):-
 - a. All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.
 - b. 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.
 - c. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
 - d. We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.
- j. The details of payment of EARNEST MONEY DEPOSIT for Rs. 111000/- (Rupees One Lakh Eleven Thousand Only) by RTGS/NEFT to NMPA Bank Account, failing which the Techno commercial Bid shall not be considered).
- k. Transaction details of payment towards the COST OF TENDER Fee: Rs. 560/- (Rupees Five Hundred Sixty Only) (To be paid by RTGS/NEFT to NMPA Bank Account).
- l. Scanned copy of documents as per Annexure 10 and 11 Bank details for e-payments.
- m. Tender document along with amendments and clarifications
- n. Techno Commercial Bid Shall contain all the documents. Techno Commercial Bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

II. FINANCIAL BID: (Bill Of Quantities)

Price should be quoted in the BOQ template available in the portal (FinancialProposalCoverII.xls). The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

20. Deadline for Submission of the Bids:

- i) The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through CPP e-portal.
- ii) The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.
- iii) Price should be quoted in CPP e-portal. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.
- iv) The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21. Late Bids:

The tenderer should ensure that their tender is received online at NMPA before the deadline prescribed in Clause 20

The time that is displayed from the server clock at the top of the CPP e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

22. Modification and Withdrawal of Bids:

- i) Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.

- ii) No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.
- iii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- iv) Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

23. Bid Opening - Technical Bid:

- a. On the due date and time as specified in Clause 20, the Employer will first open Techno Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.
- b. In the first instance the Techno Commercial Bid containing the RTGS/NEFT payment details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation. The benefit of Exemption of EMD and Tender fee to all micro and small Enterprises will be considered
- c. If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

24. Bid Opening – Financial Bid:

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time.

If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years.

25. Clarification of Bids:

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, NMPA will determine whether each Bid

- a) meets the eligibility criteria as defined in Clause 12.
- b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
- c) is accompanied by the requisite Bid security and;
- d) is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification 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 Employer's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors: (Not Applicable)

28. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

29. Alteration of tender documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

30. Alternative conditions and Proposal:

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part II: Price Bid of such Bidder's will not be opened.

31. Award of Contract:

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

- a) Eligible in accordance with the provisions of Clause 12, and
- b) Qualified in accordance with the provisions of Clause 12.

32. Notification of Award:

- i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
- iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 28 days of receipt of Letter of

Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The contractor shall make 20 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement.

33. Release of Bid Security / EMD:

The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

34. Performance Security:

- a) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 5% of the Contract price including GST, as applicable rounded off to the nearest 1000.
- b) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA. The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-A.

35. Fraud and Corrupt Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall

not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

- i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
 - ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- i. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iii. "undesirable practice" means
 - i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - ii) having a Conflict of Interest; and
 - iv. "restrictive practice" means forming a cartel or arriving at any understanding or

arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

36. Rejection of Tender:

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

37. Additional Information:

The "Instructions to Tenderers" shall not form part of the Contract. They are intended only to aid the Tenderers in the preparation of their tender.

38. Compliance of Local Content as per Make in India Policy:

Bidder shall comply with DPIIT Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020 in respect of Local Content and furnish an undertaking in the prescribed format as per Annexure 13, to that effect, failing which, the bid may be liable for cancellation.

**LETTER OF SUBMISSION - COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)**

Date:

To

The Executive Engineer (Civil),
New Mangalore Port Authority,
Administration Building,
Panambur, Mangalore – 575 010

Sir,

Sub: The work of “Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25”

Being duly authorized to represent and act on behalf of
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- i. Tender Document along with Addendum No ----,
- ii. Power of Attorney - (Annexure - 2)
- iii. Organization Details - (Annexure - 3)
- iv. Details to fulfill the “Minimum Eligibility Criteria” and certificates - (Annexure 4)
- v. Average Financial turnover over the last three financial year - (Annexure 5)
- vi. List of plant and equipment – (Annexure - 7)
- vii. Declaration – (Annexure – 8)
- viii. Bid Security / EMD Paid by RTGS/NEFT vide UTR No.....dtd.
of (name and address of the branch).
- ix. Banker’s Details – Annexure 10 & 11
- x. Tender fee paid by NEFT vide vide UTR No.....dtd. of (name and address of the branch).
- xi. Copy of valid ESI, PF & GST Registration certificate.

Signature
(Authorised Signatory)

ON STAMP PAPER of Rs 100/-

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

--

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

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

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

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever

our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

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

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

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

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

--

ORGANIZATION DETAILS

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:

2. Address:

Telephone No. :

Fax No.

3. Description of Applicant

(for e.g. General, Civil Engineering

Contract or Joint Venture/Consortium etc.)

4. Registration and Classification of Contractors:

5. Name and address of bankers:

6. Number of years of experience as a general contractor:-

In own Country:

Internationally:

7. Number of years of experience as a sub-contractor:

Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:

8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.

9. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Bidder shall furnish in the formal given below details of qualification and experience of technical personnel proposed for the subject assignment. Resumes of the key personnel shall be enclosed separately.

Sl. No	Name	Professional Qualification	Experience	Availability of the staff at monitoring/ inspection of the ass
01	Team Leader			
02	Technical staff			

03	Resident technical staff			
04	(*)Expert or in practitionerEnvironmental matters.			

Note: 1) (*)The bidder must have an expert practitioner in Environmental matters in their group who will be able to defend the readings of the tests carried out and also explain the impact of the Environment management plan in any forum and defend the same in any forum or court.

2) Team leader shall be available and certification shall be by team leader only.

3) Technical staff and assistant to technical staff shall be available at site laboratory.

Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

#Refer Form 9 of Appendix I Experience of Key Personnel

Signature
(Authorised Signatory)

Annexure – 4

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

Sl. No	Description	Bidder to fill up the details here
1	Name and Address of the Client	
2	Title of the Eligible Assignment	
3	Date of completion of the Eligible Assignment	
4	Project Cost	
5	Reference No of the enclosed work order	
6	Reference No of the enclosed Client work Completion Certificate	
7	Reference No of any other documentary evidence; if enclosed.	
8	Name, telephone no, telefax no and email address of the client's representative	
9	Description and Scope of Work	

Signature

(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Sl. No 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:

- i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".
- ii. A separate sheet should be filled for each of the eligible assignments.
- iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

FINANCIAL CAPABILITY

(A) Net worth & Average Annual Turnover of the Bidder

Net Worth	Turnover			
	Year 1	Year 2	Year 3	Average

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for). Year 1 will be the Financial Year 2022-23. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2. The Bidder shall provide audited Annual Reports as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the “Cash Flow Demand” for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A
(Authorised Signatory)

Signature

Annexure – 6

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

LIST OF ONGOING WORKS IN HAND AT NMPA

The Tenderer shall furnish in the format given below details of works being carried out by him at the time of bidding in NMPA

Sl.No.	Name of work	Work order No. and Date	Value of Work Order in Rs.	Average annual financial turnover as per MEC for the work

Contractor

Annexure – 6A (Not applicable)

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER,
STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS
PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature

(Authorised Signatory)

Annexure – 7

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

--

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

Description of equipment	Requirement no. / capacity	Owned / leased / to be procured	Nos / capacity	Age / condition	Remarks (from whom to be purchased)	At what stage of contract period the equipment will be available

Note: The equipment indicated in the above statement will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column.

Signature
(Authorised Signatory)

NEW MANGALORE PORT AUTHORITY

“MONITORING OF ENVIRONMENTAL PARAMETERS ON AIR, MARINE WATER, STP WATER, DRINKING WATER [AS PER IS:10500], NOISE, DG STACK AS PER KSPCB/CPCB STANDARDS FOR THE YEAR 2023-24 & 2024-25”

DECLARATION

We M/s. (Name & address of the bidder) hereby declare that:-

- i. I have read the tender document Vol. I (Section I to III) Vol.II (Section IV and V) and Vol.III (Section V and VII) and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
- iii. 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.
- iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- v. We shall undertake that, the Employer i.e. NMPA is indemnified 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 execute indemnity bond in the prescribed format as per **Annexure - 12**
- vi. We shall comply with all the Central State and Municipal Laws and Rules and we 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 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 EIC immediately after commencement of the work

- vii. We undertake that, we are 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 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
- viii. *We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Annexure-9

BID SECURITY (BANK GUARANTEE) (NOT APPLICABLE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for the Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or

(c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or

conditions.

This Guarantee will remain in force up to and including the date _____ 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs (Rupees only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this day of 20

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Annexure-10

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT
SYSTEM FROM NEW MANGALORE PORT AUTHORITY**

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

Annexure-11

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
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	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal

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 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 helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Format for Self Certification under Preference to "MAKE IN INDIA" Policy
(Refer Clause No. 38 of ITT)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (name of the Bidder) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender NIT No_____ for the work of _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. Seal and Signature of Authorized Signatory

Signature of the Bidder

Date :

Place :

SECTION - II

iii) FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of 2016 between New Mangalore Port Authority, Administration Building, Panambur, Mangalore-575010 hereinafter called "the Employer of the one part and (Name of Bidder)_____ Mailing address of the Bidder_____ hereinafter called "the Bidder" of the other part.

WHEREAS the Employer is desirous that certain tasks be performed viz. services for Techno-economic feasibility study proposed "Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25 ".and has accepted a proposal by the "Bidder" as referred in the assignment NOW THIS AGREEMENT WITHESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Proposal Document Services for "Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25"
 - b. All amendments to the Proposal Document as issued by the Employer prior to submission of the bids.
 - c. Acceptance letter issued by the Employer vide No. _____ dated _____ and all correspondence exchanged between the Employer and the Bidder upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the execution, completion, of the works the charges/fees at the times and in the manner prescribed in Financial proposal.

Tender Document for "Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25".

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

Name _____

on behalf of the Bidder

in the presence of:

Address _____

By the said

Name _____

on behalf of the Employer

in the presence of:

Name _____

Address _____

SECTION - III

iv) GENERAL CONDITIONS OF CONTRACT

1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Employer" means Board of Members of New Mangalore Port, a body corporate under the Major Port Authority Act, 2021, issued by Government of India (as amended) acting through its Chairman, Deputy Chairman or the Chief Engineer (Civil) or any other officers so nominated by the Board.
- b. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause General Condition 2.3;
- e. "GCC" means these General Conditions of Contract;
- f. "Government" means the Government of India;
- g. "Local Currency" means Indian Rupees;
- h. "Member", in case the Bidder consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- i. "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
- j. "Party" means the Employer or the Bidder, as the case may be, and Parties means both of them;
- k. "Services" means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in
- l. "Third Party" means any person or entity other than the Government, the Employer, the Bidder or a Sub-Bidder.
- m. "Contract Sums" means gross amounts of Bidder's original proposal in Indian Rupees with tax, duties, fees and other imposition as mentioned clause No. 1.10 of the GCC.
- n. "Approved / approval" means the approval in writing.
- o. Bidder : Means the person or persons/ firm/ corporation/ Consortium or

company whose proposal, has been accepted by the employer and includes Bidderr's authorized, personnel, agents, successors and permitted assigns.

p. Engineer/ Engineer-in-Charge means an officer of NMPA as nominated to be in charge of works of this tender by Chief Engineer (Civil)

1.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Bidder. The Bidder, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

1.4 Language

This Contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address given in the proposal document for issue of proposal document.

1.6.2 Notice will be deemed to be effective as follows :

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, 24 hours following confirmed transmission.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in Clause General Condition 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Annexes

1.8 Authority of Member in Charge:

In case the Bidder consist of a joint venture of more than one entity, the members hereby authorize the Member in Charge selected by the consortium members as stipulated in Joint Venture agreement submitted along with the bid, to act on their behalf in exercising all the Bidder's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Bidder, may be taken or executed by the authorized representative specified in bid document.

1.10 Taxes and Duties

The contractors should produce the copy of valid GST Registration Certificate, PAN Card and TAN No. along with bid

- i. The Bidder and their personnel shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- ii. Applicable Income Tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the finance Dept. All the applicable statutory recoveries shall be made from the monthly bills.
- iii. The Contractor / Bidder shall pay the GST amount applicable in r/o invoice to the GST Dept. and Documentary Evidence for the GST amount shall be produced to NMPA for claiming the GST paid for reimbursement purpose or on production of satisfactory documents regarding filing of GST Returns.

2 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Employer's notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall constitute agreement between Employer and the Bidder till formal agreement has been signed.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within two months or such other time period as the party may agree in writing after date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with

respect hereto.

2.3 Commencement of Services

The Bidder shall begin carrying out the Services within 15 days from date of award of the work.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 2.9 hereof, this Contract shall expire when services have been completed and confirm by the Employer by issuing completion certificate at the end of 24 months or such other time period as the party may agree in writing.

If assignment completes in all respect before scheduled period, the contract may be foreclosed. In case of delay of assignment, the contract may be extended suitably. In case of extension and foreclosure, pro-rata addition or deduction shall be entertained based on percentage indicated for the supervision part of the whole assignment. At the discretion of Employer without assigning any reasons of whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due upto the completed stage, will be made as indicated in the Financial Proposal. In case assignment foreclose in the middle of any indicated stage in financial proposal, pro-rata payment shall be made for the completed services as agreed mutually. The Bidder does not reserve any right to claim compensation of whatsoever for foreclosure of contract by Employer.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause General Condition 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so

impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-Bidder or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during

which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Employer may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Bidder for the occurrence of any of the events specified hereunder of this Clause General Condition 2.9.1, terminate this Contract.

(a) If the Bidder fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:

(b) If the Bidder become (or, if the Bidder consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Bidder fail to comply with any final decision reached as a result of

- arbitration proceedings pursuant to Clause General Condition 8 hereof;
- (d) If the Bidder submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Bidder know to be false.
 - (e) if, as a result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
 - (g) If the Bidder, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the borrower, and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Bidder to Employer within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Bidder.

2.9.2 By the Bidder

The Bidder may, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition 2.9.2, terminate this Contract;

- a. If the Employer fails to pay the money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue;
- b. If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or

such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Employer of the Bidder notice specifying such breach;

- c. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General **Condition 8 hereof**.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 2.2 or General Condition 2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) such rights and obligations as may have accrued on the date of termination or expiration;
- ii) the obligation of confidentiality set forth in Clause General Condition 3.3 hereof;
- iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 2.9.1 or General Condition 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Employer, the Bidder shall proceed as provided, respectively, by Clause General Condition 3.9 or General Condition 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses General Condition 2.9.1 or General Condition 2.9.2 hereof, the Employer shall make the payments to the Bidder provided after offsetting against these payments any amount that may be done from the Bidder:

- i) Remuneration pursuant to Clause General Condition 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) reimbursable expenditures pursuant to Clause General Condition 6

hereof for expenditures actually incurred prior to the effective date of termination; and

iii) except in the case of termination pursuant to paragraphs (a) through / to (g) of Clause General Condition 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Bidder' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs of Clause General Condition 8 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Bidder

3.1 General

3.1.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Bidder to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub- Bidder or Third Parties.

3.1.2 Law Governing Services

The Bidder shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub- Bidder, as well as the Personnel and agents of the Bidder and any sub- Bidder, comply with the Applicable Law. The Employer shall advise the Bidder in writing of relevant local customs and the Bidder shall, after such notifications respect such customs.

3.2 Conflict of Interests

3.2.1 Bidder not to Benefit from Commissions, Discounts etc.

The remuneration of the Bidder pursuant to Clause General Condition 4.6 hereof shall constitute the Bidder sole remuneration in connection with this Contract or the Services and, the Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidder shall use their best efforts to ensure that any sub- Bidder , as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of the Employer

If the Bidder as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Bidder shall comply with any applicable procurement guidelines of the Employer or the agencies funding such procurement and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.3 Bidder and Affiliates not to engage in certain Activities

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder , as well as any sub- Bidder and any entity affiliated with such sub- Bidder ; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities:

Neither the Bidder nor their sub-Bidder nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to Employer.

3.3 Confidentiality

The Bidder, their sub-Bidder and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or

confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4 Liability of the Bidder

Limitation of the Bidder 's Liability towards the Employer

- (a) Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or firm acting on behalf of the Bidder in carrying out the Services, the Bidder , with respect to damage caused by the Bidder to the Employer's property, shall not be liable to the Employer.
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm acting on behalf of the Bidder in carrying out the Services.

3.5 Compliance with labour regulations

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer / Engineer or his nominee shall also have right to recover from the Contractor any sum required or

estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3.6 Safety, Security and Protection of the Environment.

Subject and without prejudice to any other provision of the Contract, the Contractor shall take all reasonable precautions:

- (a) In connection with underground water resources (including percolating water) to prevent
- (b) Any interference with the supply to or abstraction from such sources
- (c) Pollution of the water so as to affect adversely the quality thereof.
- (d) All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.
- (e) The Contractor at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.
- (f) The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.

All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

3.7 Insurance to be Taken Out by the Bidder

The Bidder (i) shall take out and maintain, and shall cause any sub- Bidder to take out maintain, at their (or the sub- Bidder ', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.

The risks and the coverage shall be as follows :

- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated at site by the Bidder or their Personnel for the period of contract.
- (b) Third Party Liability Insurance with a minimum coverage for Rs. 2 lakh for the period of contract.
- (c) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Bidder , in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) Insurance against loss of or damage to:
 - (i) equipment purchased in whole or in part with funds provided under this Contract if any,
 - (ii) the Bidder ' property used in the performance of the Services, and
 - (iii) any documents prepared by the Bidder in the performance of the Services.
- (e) Professional Liability Insurance including deficiencies / inadequacies in the design and other features for a period of ten years or as per applicable law, whichever is higher, after completion of the Bidder services with a minimum coverage equal to the remuneration for the services. The Bidder has to furnish receipt of the premium applicable for full period of the insurance coverage within one month of award of work, to the Employer.
- (f) The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- (g) Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof 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.
- (h) 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 there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- (i) The Contractor 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 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.
- (j) **PERSONAL PROTECTIVE EQUIPMENTS** The Contractor shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site

3.8 Accounting, Inspection and Auditing

The Bidder shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of Employer to inspect the Bidder account and records related to the performance of the Bidder, if so required by the Employer.

3.9 Bidder actions requiring Employers prior approval:

The Bidder shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a) appointing such members of the personnel as are not listed in **Annexure 3**
- b) any other action objectionable to the Employer.

3.10 Reporting Obligations

The Bidder shall submit to the Employer the reports and documents specified in TOR hereto, in the form, in the numbers and within the time periods set forth in the said TOR.

3.11 Documents Prepared by the Bidder to be the Property of Employer

All plans, analysis, drawings, specifications, designs, reports and other documents prepared by the Bidder in performing the Presentations/Services shall become and remain the property of the Employer, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer otherwise necessary actions will be taken up by the Employer.

3.12 Equipment and Materials Furnished by the Employer

Equipment and materials if any made available to the Bidder by the Employer, or purchased by the Bidder with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Bidder, unless otherwise instructed by the Employer in writing, shall insure them for an amount equal to their full replacement value.

4 Bidder's Personnel

4.1 General

The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidder Personnel are described in **Annexure 3**.
- (b) If required to comply with the provisions of Clause General Condition 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in **Annexure 3** may be made by the Bidder by written notice to the Employer, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger. Any other such adjustments shall only be made with the Employer's written approval.
- (c) If additional work is required beyond the Terms of reference specified.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in **Annexure 3** are hereby approved by the Employer. In respect of other Key Personnel and associated Bidder if any, which the Bidder propose to use in the carrying out of the Services, the Bidder shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data such Key Personnel shall be deemed to have been approved by the Employer.

4.4 **Working Hours, Overtime, Leave, etc.**

The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Bidder' remuneration shall be deemed to cover these items. Any taking of leave by Personnel on account of unforeseen circumstances shall be with prior approval of the Employer and the Bidder shall ensure that absence for leave purposes will not delay the progress and adequate monitoring of the Services.

4.5 **Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

4.6 **Team leader / Senior Engineer:**

The person designated as Team Leader in **Annexure - 3** shall serve in that capacity. The Bidder shall ensure that at all times during the Bidder performance of the Services the team leader / senior engineer, acceptable to the Employer, shall take charge of the performance of such Services.

5 **Obligations of the Employer**

5.1. **Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall:

- (a) Provide the Bidder, and Personnel with work permits Port Entry Passes and such other documents as shall be necessary to enable the Bidder or Personnel

to perform the Services;

- (b) Provide to the Bidder, and Personnel any such other assistance as may be required time to time.

The Employer will pay all charges / fees required for obtaining necessary statutory clearances / approvals from Government organization if any, for successful execution and completion of the work pertain to this proposal.

5.2. Access to Land and water sites.

The Employer warrants that the Bidder shall have, free access to areas in respect of which access is required for the performance of the Services.

5.3. Change in the Applicable Law

If, after the closing date of bid submission by the Bidder, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Bidder in performing the Services, then the payment to be made to Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the quoted amounts specified in the accepted offer.

6 Payment

In consideration of the Services performed by the Bidder under this Contract, the Employer shall make to the Bidder eligible payments and in such manner as detailed below.

- 6.1 Payments to the Bidder : The Employer shall pay the Bidder for normal Services in accordance with the Conditions and with the details stated in Financial Proposal, and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in Financial Proposal so far as they are applicable but otherwise as agreed mutually.

- 6.2 In case of NMPA desires to delete any item for collection and testing of sample, the amount for that item will not be paid and 25% of the amount will be reduced for item No.4, 5, 6, 10, 11 & 12.

6.3 Remuneration and Reimbursable Expenditures

It is understood that the fee quoted by Bidder cover

- (a) such salaries and allowances as the Bidder shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and
- (b) the cost of back supporting by home office staff not included in the Personnel listed in Annexure - 3 and
- (c) the Bidder fee,
- (d) bonuses or other means of profit-sharing, if any, and

(e) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above

(f) all expenditure involved in providing services of other experts, if required.

6.4 Currency of Payment

All payment by the employer under this contract will be made in Indian Rupees.

6.5 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows :-

(a) No advance payment shall be paid to the Bidder.

(b) As per financial proposal the payment shall become due and payable when the task assigned in such stages completed in all respect.

The final payment under this Clause shall be made only after the final report shall have been submitted by the Bidder and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidder to the Employer within thirty (30) days after receipt by the Bidder of notice thereof.

7 Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any

action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 4.8 hereof.

8 Settlement of Disputes

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

8.1 Amicable Settlement/ Conciliation and Settlement Committee

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

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

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

Provided that, unless the parties otherwise, have exhausted the above remedies

under the amicable Settlement proviso and the CSC, the parties shall not invoke arbitration before the expiry of Thirty days after the day on which the notice of failure to settle such dispute was given by the CSC.

8.2 Procedure of Arbitration:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the sole arbitrator so appointed is not ineligible for being appointed as an arbitrator under the fifth & sixth schedule of the Arbitration & conciliation Act 1996.

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

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

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

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

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

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties

hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to pass the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at Panambur, Mangalore. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The Courts at Mangalore shall only have the Jurisdiction to entertain Arbitration Suits/ Arbitration Applications.

9 Penalty:

- i) In case delay in satisfactory completion of services occurs due to Bidder beyond the stipulated period of months as indicated in the Terms of references of the assignment, the Bidder shall be liable to pay a penalty of 0.5% cost of the Monthly/Half Yearly/Annual reports per day bill up-to a maximum of 20% of the cost of the respective item in the Bill including GST to the penalty amount shall be deducted. For delays in satisfactory completion of monitoring cycle beyond 2 (two) months, the amount of performance security in part or full as decided by NMPA is liable to be forfeited. However, if the completion of services is delayed, extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. In the event of grant of any time extension, the Employer shall pay the same rates on prorated basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by Bidder upon advice by NMPA with no extra cost to the Employer.
- ii) The Bidder will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out Bidder services.

10 Responsibility for Accuracy of Project Proposals

The Bidder shall be fully responsible for accuracy of the data collected, the designs, drawings, proposals/projects to be taken up by the Employer and all other details of the structures, prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/investigations and correcting layout etc. if required during the execution of the Services.

10.1 Liasoning with Internal/External Certifying Authorities.

The Bidder shall be fully responsible for Liasoning with the Internal/External Certifying Authorities for obtaining accreditation follow up, surveillance, removal of any certification process identified as related to the Green Port Activities.

The Bidder shall be responsible for coordinating with all concerned Departments of the Port and other relevant Offices for collection of information, up-keeping data, records and other relevant documents.

10.2 Variation Exceeding 10%:

If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 10 per cent of the sum named in the letter of acceptance results from:

- a) The aggregate effect of all variation orders and
- b) All adjustments upon work done as per the directions of the Engineer In-charge, but not from any other cause the amount of the contract price shall be adjusted by such sum as may be agreed between the contractor and the Employer or failing agreement, fixed by the Employer having regard to all material, specialized services and relevant factors, including the contractor's site and general overhead costs of the Contract.

11 TERMS OF REFERENCE (TOR)

Terms of references services for proposed “Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25”

11.1 General information of the Project:

The New Mangalore Port (NMP) is an artificial port situated at latitude 12°55' north and longitude 74°48' east located at Panambur in Mangalore. It is located at a distance of 170 nautical miles south of Mormugao Port – Vasco – Goa and 191 nautical miles North of Cochin Port It experiences a tropical weather with south west monsoon winds playing a dominant role in controlling its weather pattern. Rapid growth of New Mangalore Port puts tremendous pressure on the sensitive environmental and ecological well being of this area. Hence it becomes very important to monitor the environmental parameters on air, marine water, STP water, drinking water (as per 10,500), noise, DG stack as per KSPCB/CPCB standards for sustainable development.

The EMP is mainly consist of monitoring of the air quality, marine water quality, STP water quality, noise quality, DG stack quality, drinking water quality of the New Mangalore port area. The monitoring is essential for the port development in a environmentally sustainable manner. The monitoring programme is also required to suggest suitable mitigation measures for the deviation found in the results of the monitoring , so as to keep the pollution level within control.

This, proposal addresses to the monitoring of ambient air quality, drinking water

quality, marine water quality, noise monitoring, DG stack quality, effluent from the Sewage Treatment Plant (STP) will be analyzed and monitoring for a period of two years for the NMP area.

11.2 OBJECTIVES

- i. To review the locations of ambient air and marine water quality monitoring stations within the impacted region in and around NMPA establishment, in view of the developmental projects.
- ii. To assess the ambient air quality and marine water quality at selected stations in terms of gases and particulate matter, physical, chemical parameters for the assignment period .
- iii. To assess the trends of air and water quality by comparing the data collected over a specified time period.
- iv. To review the results and to check compliance with environmental quality standards.
- v. To suggest mitigation measures, if necessary, based on the findings of this study.
- vi. To recommend future action plans on air and marine water quality monitoring programme based on the findings of this study.
- vii. Drinking Water samples at all locations will also be monitored for various physical, chemical and biological parameters viz., colour, odour, turbidity, conductivity, pH, total dissolved solids, chlorides, hardness, total iron, sulfate, NH₄, +-N, PO₄, -3-P and bacterial count on a monthly basis. If any remedial measures to be suggest for improvement.
- viii. Every month a sample (inlet and outlet) of the Sewage Treatment Plant (STP) will be analyzed to see the water quality being discharged by NMP. However, the results will be submitted every quarterly. If in a particular month any deviation is observed, the same shall be submitted immediately to the Employer. If any remedial measures to be suggest for improvement.
- ix. Noise monitoring will be carried out monthly at the representative stations for a period of 24 hours. A report of the same will be submitted to NMPA.
- x. To assess the plants/trees planted by Port and arrange in preparation of application for carbon credits and guide the port to develop the greenbelt to obtain carbon credits.

11.3 Scope of the services is as under:

The New Mangalore port has identified various monitoring aspects for its Environment and ecology. The bidder shall carry out monitoring of the various

environmental aspects of the port through collecting samples, analysis of the same, comparing results with respect to the national standards and any other relevant standards identify non conformities, propose preventive and corrective measures, submitting reports, monitoring corrective and preventive action taken by the concerns etc.

A detailed map (not to scale) indicating the proposed air and water quality monitoring stations in and around NMPA premises, including the entrance channel and Port boundary limit enclosed. If there is any change is required to be done in the scope of the services in terms of the sampling frequency, checking of parameters etc., as per the prevailing guidelines of the Government, rules, regulations the same will be carried out by the bidder at no extra cost .

11.4 Major component of the monitoring are:

1. Air Quality Monitoring

A. No of Stations: Air Monitoring is required to be done at all stations in Port area. The locations plan of the various air quality monitoring stations at NMP is enclosed at **Annexure A**

B. Method of monitoring :

- i) The air quality parameters mentioned in the National Ambient Air Quality Standards (NAAQS) and relevant to port activity particularly will be monitored.
- ii) The sampling and analysis shall be done as per latest CPCB/KSPCB/Government Agencies Orders.
- iii) The monitoring will be done once in a month, as per the schedule and as directed by Engineer In-charge in 1st week of the month.

C. Reports: Monthly report shall be submitted with hard & soft copy containing suggestions if any including the acceptance criteria and remedial measures with in 10th of every month.

D. Failing to submission of Monthly/Half Yearly/Annual reports in time shall attract a penalty of 0.5% cost of the Monthly/Half Yearly/Annual reports per day bill up-to a maximum of 20% of the cost of the respective item in the Bill including GST to the penalty amount shall be deducted (This Clause is applicable for all items of work).

2. Marine Water Quality Monitoring

A. No of Stations: Marine Water Monitoring is required to be done. The data on the levels of high and low water of spring and neap tides shall be collected at stations in the Port's water

limit. The locations plan of the various marine water quality monitoring stations at NMP is enclosed at **Annexure B**

B. Method of monitoring :

- i) Three samples from the surface, mid depth and bottom to be collected and composite from the five water quality monitoring stations in the Port area during spring and neap tidal cycles.
- ii) In addition, sediment samples shall be collected from all these stations to estimate total organic matter, organic carbon and inorganic phosphate.

C. Reports: Monthly report shall be submitted with hard copy & soft copy shall be submitted suggesting the acceptance criteria and remedial measures.

3. Monitoring of Drinking Water Quality

A. No of Stations: Drinking Water Monitoring is required to be done as per Central Public Health and Environmental Engineering Organisation (CPHEEO), Ministry of Urban Development, at 20 stations in the Port and Port's Township area. A list of the proposed locations for collecting the drinking water samples is enclosed at **Annexure C.**

B. Method of monitoring:

The water samples are required to be analyzed for various parameters Colour, Odour, Turbidity, Conductivity, pH, Chlorides, TDS, Total hardness, Iron, Sulphate, $\text{NH}_4^+\text{-N}$, $\text{PO}_4^{3-}\text{-P}$, CFU , bacterial count.

C. Reports: Monthly report shall be submitted with hard copy & soft copy shall be submitted suggesting the acceptance criteria and remedial measures.

4. Noise Monitoring :

A. No of Stations: Noise Monitoring is required to be done once in a month or as per latest CPCB/KSPCB Guidelines at all stations in the Port and Port's Township area. A tentative list of the proposed locations is enclosed at **Annexure -D.** Locations of the monitoring will be fixed as per the importance of emission sources / receptors in and around the Port and at as mutually agreed.

B. Method of monitoring:

Sampling shall be done at all stations for **24 hour period**. Data is required to be recorded using automated sound level meter. The intensity of sound

should be measured in sound pressure level (SPL) and common unit of measurement is decibel (DB). The process shall be carried out as per relevant standards and as directed by the Employer.

C. **Reports:** Both hard & soft copy report shall be submitted after completion of the noise monitoring cycle.

5. Monitoring of performance of the Sewage Treatment plant at NMPA Township: The sampling and analysis the sewage samples.

A. **No of Stations:** The performance of the Sewage Treatment plant at Township and of STP of all the terminals is required to be studied by collecting samples of the influent and effluent every month & the report shall be submitted in both hard & soft copy. The MLSS shall be monitored every alternate date and report shall be prepared.

B. Method of monitoring:

The sampling and analysis of the sewage sample shall be done as per latest CBCB guidelines.

C. **Reports:** Quarterly report shall be submitted with hard & soft copy.

6. Stack Emission Monitoring:

A. **No of stations:** 27 stations are enclosed at **Annexure E.**

B. Method of monitoring:

i) The air quality parameters mentioned in the National Ambient Air Quality Standards (NAAQS) carbon dioxide and relevant to port activity particularly will be monitored.

ii) The sampling and analysis shall be done as per latest CPCB/KSPCB/Government Agencies Guidelines.

iii) The monitoring will be done once in a month, as per the schedule and as directed by Engineer In-charge.

7. Environmental Management Plan (EMP)

Strategies and management policies formulated to minimize environmental disruption are based on assessment of environmental quality. Hence, a monitoring program to assess the environmental condition is of prime importance. EMP includes not only monitoring but also analysis, data interpretation and suggestion of mitigation measures.

The bidder should submit details of his technical staff along with the bid. Deployment of the technical staff of the bidder for execution of the assignment shall be finalized in consultation with the Employer. It will be an integral part of EMP.

The major objectives of the environmental plan based on the results of monitoring are as follows:

- To check the monitoring data compliance with standards;
- To study the trend analysis of pollutants in spatial and temporal scales;
- To identify possible sources of pollution;
- To recommend control/mitigation strategies that can help develop the port an environmentally sustainable manner;
- To use the database collected, whenever needed for land use planning, investigation of complaints and preparation of baseline environmental status for EIA of other developmental activities in and around the port.

11.5 Employer's Responsibility:

The successful Bidder shall take the responsibility of all measurements related to environmental quality including sampling and transport of samples to their laboratory for analysis. Water and power supply required if any to carry out sampling, analysis, and other related official works at the suitable place will be provided as decided by the employer.

NMPA shall however provide the co-operation on the following;

- i) Wharf Entry passes (RFID Passes) staff as per the applicable rules shall be provided on request and payment of necessary Fees.
- ii) A suitable Place (Room) for setting up new instruments for the monitoring stations available in our premises at NMPA at free of cost.
- iii) The Power supply required for the laboratory set up shall be provided free of cost. The necessary connections, providing and fixing of wiring and switch, Switch Board etc, as required for the laboratory shall be made by the bidder. If any electrical faulty line or any damage occurs the bidder will be held responsible and repair the same by the bidder if not the concerned AE (Ele) and AE(C) shall analyze the extent of damage the same shall be recovered from the bidder along with 25% penalty on the repair cost additional 27.85% Departmental charges on Repair charges along with GST on both as applicable on the penalty.
- iv) the water connection shall be provided at free of cost, whereas the bidder has to make arrangements of pipe line along with a suitable water meter with a valid Manufacturer's Test certificate/calibration certificate. The consumed water will be free of cost. Whereas any loss or leakage of water due to negligence of the bidder the cost of the water lost shall be calculated and the double cost of water lost shall be recovered from the bidder. If any damage occurs in the water pipe

line the bidder will be held responsible and repair the same by the bidder if not the concerned AE (PH) shall analyze the extent of damage the same shall be recovered from the bidder along with 25% penalty on the repair cost additional 27.85% Departmental charges on Repair charges along with GST on both as applicable on the penalty.

- v) One Officer from NMPA will oversee and supervise the execution of work and will be certifying the invoices raised by the bidder for billing.
- vi) Boat services for collection of the Marine water samples will be provided by NMPA provided the requisition for boat shall be made 2 days in advance at least one day in advance before the Daily Berth meeting.

11.6 Bidders responsibilities:

1. The bidder must have an expert practitioner in Environmental matters in their group who will be able to defend the readings of the tests carried out. They will also provide necessary assistance to NMPA officials in planning and implementation of other aspects of environmental management. The bidder should have required laboratory equipment within 10Kms from the Port premises
2. List of location for marine water sampling on monthly basis at NMPA is enclosed at Annexure-B. The launches required for the same will be provided by the Port (free of cost) on advance requisition placement. Four wheeler will be required for the bidder's staff for sample collection.
3. The scope of work shall also include and not be limited to the following:
4. The services to be provided by the bidder shall inter-alia include Visiting the site, discussing details with the Employer, to carry out site survey, and particulars of the New Mangalore port's entire area, showing all existing and proposed monitoring etc. Format for reports will be as per the directions given by the Employer.

Monitoring Aspects of the assignment shall be deliberated with the port officials. Suggestions, improvements received shall be incorporated during the period of contract. Cost of any alteration, modification required, is deemed to be included in the amount quoted.

The bidder should assist in all environmental related matters and issues to NMPA and suggest necessary action to be taken by the port on the same. The consultant shall submit annual and six month consolidated report in hard & soft copy on all parameters i.e water, air etc. to the Port for onward submission to the KSPCB/MOEF.

11.7 Schedule of Work

Following table indicates the schedule at each stage of the implementation and deliverables:-

Activity	Period in days	No. of Prints
Monthly monitoring and Submission of Progress Report indicating status of various activities under taken, relevant results and suggestions of preventive and corrective measures to be taken for the Non conformities found if any, as per the EMP . The reporting shall be done in the format approved by the Employer	Every month – by 10 th of every month. Every quarter – by 10 th of the coming month for the preceding quarter.	5
Submission of monthly report for the STP influent and effluent monitoring	Every 6 months – by 30 th of coming month for the preceding half year, i.e., 1st Half by 30 th October of the year & October to March – 2 nd Half by 3 rd April	5
Submission of Yearly report	Within 10 days from date of completion of the monitoring period of one year.	5

All the data prior to issue work order may be collected from NMPA to incorporate in six months and yearly report. The Bidder should submit the documents in soft as well as hard form. If delay is occurred in submission of the report than as mentioned in the table above a penalty of 0.5% cost of the Monthly/Half Yearly/Annual reports per day bill up-to a maximum of 20% of the cost of the respective item in the Bill including GST to the penalty amount shall be deducted (This Clause is applicable for all items of work).

11.8 Monitoring Team

The Monitoring team shall consists of multi-disciplinary experts headed by a senior person with Environmental Sciences back ground, good management skill and ability to work with engineers and concerned government agencies. The Team

Leader should have experience of more than 3 years and shall have successfully completed similar type of works in an organization. The Team Leader should have carried out at least one project, related to Marine / Port Environment Impact Assessment. The team leader should be assisted with qualified and experienced technical staff for quality control, monitoring and to handle technical aspects of the work and should have at least 3 years experience in this field.

The addition to above mentioned fields experts required for the monitoring of EMP shall be part of team. In case, in-house expertise is not available in any of the discipline above mentioned, they have to make such arrangements from external experts and the necessary charges for the same are deemed to be included in the fees quoted by the bidder.

Before commencement of the assignment, the bidder should submit a detailed Concept plan including planning for deputation of the technical staff for carrying out the assignment.

11.9 Duration

The duration of the assignment is 24 months, excluding first seven (07) days from the date of receipt of the acceptance letter by the Bidder, considered as Mobilization period. The Bidder is required to submit the schedule accordingly.

12 FINANCIAL PROPOSAL

Bill of Quantities

Name of work : Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25.

Item No.	Description	Qty	Unit	Rate	Amount
1.	Collection & Testing of all samples on Ambient Air Quality Monitoring on monthly basis. For all the parameters so as to satisfy the latest statutory requirements of the Pollution Controlm Boards. The Scope of the services is mentioned in this estimate. The locations intended for	12	Months	1,32,937.61	15,95,251.32

<p>measurement of the parameters is mentioned in the annexures enclosed.</p> <p>Annexure – A, for the following Parameters as per NAAQs 2009, Ambient Air Quality Monitoring</p> <ol style="list-style-type: none"> 1) Particulate Matter (PM2.5) $\mu\text{g}/\text{m}^3$ 2) Particulate Matter (PM10) $\mu\text{g}/\text{m}^3$ 3) Sulphur Di Oxide (as SO₂) $\mu\text{g}/\text{m}^3$ 4) Nitrogen Di Oxide (as NO₂) $\mu\text{g}/\text{m}^3$ 4). 5) Ozone (as O₃) $\mu\text{g}/\text{m}^3$ 5). Lead (Pb₁) $\mu\text{g}/\text{m}^3$ 6) Carbon Monoxide (as CO) mg/m^3 7) Ammonia (as NH₃) $\mu\text{g}/\text{m}^3$ 8) Nickel (as Ni₂) ng/m^3 9) Arsenic (as As₃) ng/m^3 10) Benzo (a) Pyrene (as BAP₄) ng/m^3 11) Benzene (C₆H₆) $\mu\text{g}/\text{m}^3$ <p>At Locations as per previous Estimate. (a). Frequency of testing Once in a month 1). NMPA Hospital, 2). US Mallya Gate, 3). Old Coastal Guard Office, 4). Oil Jetty Area Near IMC Terminal, 5). VTMS POrt Control. = 05 No, Samples / month. At additional locations in this Estimate. (b). Frequency of testing</p>				
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	<p>Twice in a Week 6.) Scanner Yard, 7). Railway Yard and 8). KK Gate. = 26No, Samples/month. i.e.,((2x3x52)/12)</p>				
2	<p>Collection and Testing of all samples of Marine Water, STP water and Drinking water on Monthly basis. For all the parameters so as to satisfy the latest statutory requirements of the Pollution Controlm Boards. The Scope of the services is mentioned in this estimate. The locations intended for measurement of the parameters is mentioned in the annexures enclosed. I. Testing Parameters for Marine Water,</p> <ol style="list-style-type: none"> 1). PH Value 2). Total Suspended Solids Mg/L, 3). Total Dissolved Solids Mg/L 4). Turbidity NTU, 5). Nitrate as NO₃ Mg/L 6). Magnesium as Mg Mg/L 7). Sulfates as SO₄ Mg/L 8). Oil and Grease Mg/L 9). Dissolved Oxygen Mg/L 10). Iron as Fe Mg/L 11). Calcium as Ca Mg/L 12). Sodium(as Na) Mg/L 13).Potassium (as K) Mg/L 14).Nitrite Mg/L 15).Phospate as P Mg/L 	12	Months	23,629.32	2,83,551.84

<p>16).Silica as SiO₂ Mg/L 17).Total Solids Mg/L 18).Total Nitrogen Mg/L 19).Organic Nitrogen Mg/L 20).Faecal Coliform MPN/100ml</p> <p>At locations of testing as per Annexure – B (as per previous year Estimate) Frequency of testing Once in a Month 1). Eastern Dock Arm, 2). Base Line (Upto 800m West), 3). Western Dock Arm, 4). Oil Dock Arm (Diaphragm Jetty) and 5). Lagoon Area (Turning Circle) = 05No, Samples/month.</p> <p>II. Testing Parameters for STP water Once in a month.</p> <p>1). PH Value 2). Colour Hazen 3). Odour 4). Oil and Grease Mg/L 5). Bio Chemical Oxygen Demand BOD, Mg/L . (3 Days @ 27Deg C) 6). Chemical Oxygen Demand as COD, Mg/L 7). Sludge Volume Index ml/g 8). Mix Liquid Suspended Solids Mg/L, 9). Phenolic Compound Mg/L 10). Dissolved Oxygen Mg/L 11). Total Suspended Solids Mg/L 12). Ammonical Nitrogen Mg/L 13). Electrical Conductivity uS/cm 14). Total Dissolved Solids Mg/L 15). Total Nitrogen Mg/L 16). Faecal Coliform</p>				
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<p>MPN/100ml</p> <p>At additional locations of testing as per Annexure – B (as per this year Estimate) Frequency of testing Once in a Month 1). 1.2 MLD SBR Technology STP near KK Gate, NMPA Mangalore. 2). SRTP Slop Reception Treatment Plant at wharf = 02No, Samples/Month. III. Testing Parameters for Drinking water. Once in a month. 1). PH Value 2). Colour Hazen 3). Odour 4). Turbidity NTU 5). Electrical Conductivity us/cm 6). Total Dissolved Solids mg/l 7). Total Hardness as(CaCO₃) mg/l 8). Chlorides as CL mg/l 9). Sulphate as SO₄ mg/l 10). Iron as Fe mg/l 11). Ammonical Nitrogen mg/l 12). Total Phosphate as PO₄ mg/l 13). Standard Plate Count FU/ml 14). Total Coliform MPN/100ml</p> <p>At locations of testing as per Annexure – C (as per previous year Estimate) Frequency of testing Once in a Month Outside the Port Area; 1). 5th Avenue Open Well as S1, 2). RCHW Colony Open Well as S2, 3). RCHW Colony New Open Well as S3, 4). Sump Tank as Old UGR as S4, 5).</p>				
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	<p>New UGR Open Well as S5, 6). Timber Yard Open Well as S6, 7). Thimmappayya Well as S7, 8). MCC water at New UGR as S8, , 9). Admin Building as DW1, 10). NMPA School as DW2, 11). NMPA Canteen as DW3, 12). NMPA Hospital as DW4,Wharf Open Well a10s DW12, 3). NMPA any water Inlet Inside Wharf as DW5, 14). NMPA Guest Hiuse as DW10,15). Marshalling Yard as DW11, Inside the Port Area; 16). Wharf Canteen inside Port as DW6, 17). Traffic Building inside Wharf as DW7, 18). Birth No.14 as DW8 19). Birth No.9 as DW9, 20). Wharf Open Well. = 20No, Samples/month.</p>				
3	<p>Collection & Testing of all samples of Noise and DG Stack on monthly basis. For all the parameters so as to satisfy the latest statutory requirements of the Pollution Controlm Boards. The Scope of the services is mentioned in this estimate. The locations intended for measurement of the parameters is mentioned in the annexures enclosed. I). Ambient Noise as per CPCB Standards. Noise Level Test using instrument Sound</p>	12	Months	26,600.31	3,19,203.72

<p>Level Meter, Unit of Measurement LeQdB(A)* (Two measurements to be taken One in day time and Second in Night Time) At locations of testing as per Annexure – D (as per previous year Estimate) Frequency of testing Once in a Month</p> <p>1).US Mallya Gate, 2). Wharf Berth (inside), , 3). Administrative Office Building, 4). JNC Hall in the Port Colony , 5). Container Yard and 6). Wharf Canteen. = 06Nos samples Per Month.</p> <p>II). Stack Emission Monitoring as per CPCB Standards (IS 11255(Part-7))</p> <p>1). Ambient Temperature(Deg 0C), 2). Stack Temperature(Deg 0C), 3). Average Gas Velocity(M/sec) 4). Particulate Matter(As PM), (g/kw-hr) 5). Oxide of Nitrogen (as NOX) (g/kw-hr) 6). Oxides of Sulphur (as Sox) (mg/Nm3)</p> <p>At Revised locations of testing as per Annexure – E (for DG Sets) as per this year Estimate) Frequency of testing Once in a Month</p> <p>1). 11KV, 1000KVA at 33KV MUSS(2Nos), 2). 415V, 125KVA at VTMS(1No), 3). 415V, 500KVA at ESD-</p>				
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	<p>V(2Nos), 4). 415V, 500KVA at Colny Substation(1No), 5). 415V, 62.5KVA at container Scanner Yard(1No), 6). 415V, 100KVA at A.O Building(1No), 7). 415V, 500KVA at AO Building(1No), 8). 415V, 500KVA at ESD-II Wharf(1No), 9). 415V, 250KVA at BDC NMPA(1No). Total Samples to be tested Per Month = 11Nos samples Per Month</p> <p>Additional Locations as per Annexure – E (for Pump Sets) 13). Berth No-10, Fire Pump House No-1(450 HP Monitor Pump 1No), 14). Berth No-10 at Fire Pump House No-1 (700HP HydrantPump 1No), 15). Berth no 11 and 12 Fire Pump House no-2 (890HP Hydrant pumps 4 Nos), 16). Berth No -13, Fire Pump House no-3 of (890 HP capacity Monitor Pump 3Nos), 17).Berth No-13 Fire Pump House No-3 of (600 HP Capacity Hydrant Pumps 5 Nos), 19). Berth No 13 Booter Pump House of (52 HP capacity Foam Pump 1No), 20). Berth No 13 Booster PumpHouse of (300HP capacity BoosterPump 1 No). = 16Nos samples Per Month</p>				
4	Submission of Monthly Report.	12	Job	6,563.73	78,764.76

	For the First Year of Subject Work				
5	Submission of Half Yearly Report. For the First Year of Subject Work	2	Job	6,563.73	13,127.46
6	Submission of Annual Report. For the First Year of Subject Work	1	Job	6,563.73	6,563.73
	For the second year				
7	<p>Collection & Testing of all samples on Ambient Air Quality Monitoring on monthly basis. For all the parameters so as to satisfy the latest statutory requirements of the Pollution Controlm Boards. The Scope of the services is mentioned in this estimate. The locations intended for measurement of the parameters is mentioned in the annexures enclosed.</p> <p>Annexure – A, for the following Parameters as per NAAQs 2009, Ambient Air Quality Monitoring</p> <p>1). Particulate Matter(PM2.5)µg/m3</p> <p>2). Particulate Matter(PM10)µg/m3</p> <p>3). Sulphur Di Oxide (as SO2)µg/m3</p> <p>4). Nitrogen Di Oxide (as NO2)µg/m3</p> <p>4). Ozone (as O3)µg/m3</p> <p>5). Lead (Pb1)µg/m3</p> <p>6). Carbon Monoxide (as CO)mg/m3</p> <p>7). Ammonia (as NH3) µg/m3</p> <p>8).</p>	12	Monhs	1,39,267.81	16,71,213.72

	<p>Nickel (as Ni²⁺)ng/m³ 9). Arsenic (as As³⁺)ng/m³ 10). Benzo (a) Pyrene (as BAP⁴)ng/m³ 11). Benzene (C₆H₆)μg/m³ At Locations as per previous Estimate. (a). Frequency of testing Once in a month 1). NMPA Hospital, 2). US Mallya Gate, 3). Old Coastal Guard Office, 4). Oil Jetty Area Near IMC Terminal, 5). VTMS Port Control. = 05No, Samples/month. At additional locations in this Estimate. (b). Frequency of testing Twice in a Week 6.) Scanner Yard, 7). Railway Yard and 8). KK Gate. = 26No, Samples/month. i.e.,((2x3x52)/12)</p>				
8	<p>Collection and Testing of all samples of Marine Water, STP water and Drinking water on Monthly basis. For all the parameters so as to satisfy the latest statutory requirements of the Pollution Controlm Boards. The Scope of the services is mentioned in this estimate. The locations intended for measurement of the parameters is mentioned in the annexures enclosed. I. Testing Parameters for Marine Water, 1). PH Value 2).</p>	12	Months	24,753.60	2,97,043.20

<p>Total Suspended Solids Mg/L, 3). Total Dissolved Solids Mg/L 4). Turbidity NTU, 5). Nitrate as NO3 Mg/L 6). Magnesium as Mg Mg/L 7). Sulfates as SO4 Mg/L 8). Oil and Grease Mg/L 9). Dissolved Oxygen Mg/L 10). Iron as Fe Mg/L 11). Calcium as Ca Mg/L 12).Sodium(as Na) Mg/L 13).Potassium(as K) Mg/L 14).Nitrite Mg/L 15).Phospate as P Mg/L 16).Sillica as SiO2 Mg/L 17).Total Solids Mg/L 18).Total Niotrogen Mg/L 19).Organic Nitrogen Mg/L 20).Faecal Coliform MPN/100ml At locations of testing as per Annexure – B (as per previus year Estimate) Frequency of testing Once in a Month 1). Eastern Dock Arm, 2). Base Line (Upto 800m West), 3). Western Dock Arm, 4). Oil Dock Arm (Diaphragm Jetty) and 5). Lagoon Area (Turning Circle) = 05No, Samples/month.</p> <p>II. Testing Parameters for STP water Once in a month.</p> <p>1). PH Value 2). Colour Hazen 3). Odour 4). Oil and Grease Mg/L 5). Bio Chemical Oxygen Demand BOD, Mg/L . (3 Days @ 27Deg C) 6). Chemical</p>				
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<p>Oxygen Demand as COD, Mg/L 7). Sludge Volume Index ml/g 8). Mix Liquid Suspended Solids Mg/L, 9). Phenolic Compound Mg/L 10). Dissolved Oxygen Mg/L 11). Total Suspended Solids Mg/L 12). Ammonical Nitrogen Mg/L 13). Electrical Conductivity uS/cm 14). Total Dissolved Solids Mg/L 15). Total Nitrogen Mg/L 16). Faecal Coliform MPN/100ml</p> <p>At additional locations of testing as per Annexure – B (as per this year Estimate)</p> <p>Frequency of testing Once in a Month 1). 1.2 MLD SBR Technology STP near KK Gate, NMPA Mangalore. 2). SRTP Slop Reception Treatment Plant at wharf =</p> <p>02No, Samples/Month. III. Testing Parameters for Drinking water. Once in a month. 1). PH Value 2). Colour Hazen 3). Odour 4). Turbidity NTU 5). Electrical Conductivity us/cm 6). Total Dissolved Solids mg/l 7). Total Hardness as(CaCO3) mg/l 8). Chlorides as CL mg/l 9). Sulphate as SO4 mg/l 10). Iron as Fe mg/l 11). Ammonical Nitrogen mg/l 12). Total Phosphate as PO4 mg/l 13). Standard Plate Count</p>				
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	<p>FU/ml 14). Total Coliform MPN/100ml</p> <p>At locations of testing as per Annexure – C (as per previous year Estimate) Frequency of testing Once in a Month Outside the Port Area; 1). 5th Avenue Open Well as S1, 2). RCHW Colony Open Well as S2, 3). RCHW Colony New Open Well as S3, 4). Sump Tank as Old UGR as S4, 5). New UGR Open Well as S5, 6). Timber Yard Open Well as S6, 7). Thimmappayya Well as S7, 8). MCC water at New UGR as S8, , 9). Admin Building as DW1, 10). NMPA School as DW2, 11). NMPA Canteen as DW3, 12). NMPA Hospital as DW4, Wharf Open Well a10s DW12, 3). NMPA any water Inlet Inside Wharf as DW5, 14). NMPA Guest Hiuse as DW10, 15). Marshalling Yard as DW11, Inside the Port Area; 16). Wharf Canteen inside Port as DW6, 17). Traffic Building inside Wharf as DW7, 18). Birth No.14 as DW8 19). Birth No.9 as DW9, 20). Wharf Open Well. = 20No, Samples/month.</p>				
9	<p>Collection & Testing of all samples of Noise and DG Stack on monthly basis. For all</p>	12	Months	27,866.85	3,34,402.20

<p>the parameters so as to satisfy the latest statutory requirements of the Pollution Control Boards. The Scope of the services is mentioned in this estimate. The locations intended for measurement of the parameters is mentioned in the annexures enclosed. I). Ambient Noise as per CPCB Standards. Noise Level Test using instrument Sound Level Meter, Unit of Measurement LeQdB(A)* (Two measurements to be taken One in day time and Second in Night Time) At locations of testing as per Annexure – D (as per previous year Estimate) Frequency of testing Once in a Month</p> <p>1).US Mallya Gate, 2). Wharf Berth (inside), 3). Administrative Office Building, 4). JNC Hall in the Port Colony , 5). Container Yard and 6). Wharf Canteen. = 06Nos samples Per Month.</p> <p>II). Stack Emission Monitoring as per CPCB Standards (IS 11255(Part-7))</p> <p>1). Ambient Temperature(Deg 0C), 2). Stack Temperature(Deg 0C), 3). Average Gas Velocity(M/sec) 4). Particulate Matter(As PM),</p>				
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<p>(g/kw-hr) 5). Oxide of Nitrogen (as NOX) (g/kw-hr) 6). Oxides of Sulphur (as SOx) (mg/Nm3)</p> <p>At Revised locations of testing as per Annexure – E (for DG Sets) as per this year Estimate) Frequency of testing Once in a Month 1). 11KV, 1000KVA at 33KV MUSS(2Nos), 2). 415V, 125KVA at VTMS(1No), 3). 415V, 500KVA at ESD-V(2Nos), 4). 415V, 500KVA at Colny Substation(1No), 5). 415V, 62.5KVA at container Scanner Yard(1No), 6). 415V, 100KVA at A.O Building(1No), 7). 415V, 500KVA at AO Building(1No), 8). 415V, 500KVA at ESD-II Wharf(1No), 9). 415V, 250KVA at BDC NMPA(1No). Total Samples to be tested Per Month = 11Nos samples Per Month</p> <p>Additional Locations as per Annexure – E (for Pump Sets) 13). Berth No-10, Fire Pump House No-1(450 HP Monitor Pump 1No), 14). Berth No-10 at Fire Pump House No-1 (700HP HydrantPump 1No), 15). Berth no 11 and 12 Fire Pump House no-2 (890HP Hydrant pumps 4 Nos), 16). Berth No -13, Fire Pump House no-3 of (890 HP</p>				
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	capacity Monitor Pump 3Nos), 17). Berth No-13 Fire Pump House No-3 of (600 HP Capacity Hydrant Pumps 5 Nos), 19). Berth No 13 Booter Pump House of (52 HP capacity Foam Pump 1No), 20). Berth No 13 Booster PumpHouse of (300HP capacity BoosterPump 1 No). = 16Nos samples Per Month				
10	Submission of Monthly Report. For the First Year of Subject Work	12	Job	6,876.29	82,515.48
11	Submission of Half Yearly Report. For the First Year of Subject Work	2	Job	6,876.29	13,752.58
12	Submission of Annual Report. For the First Year of Subject Work	1	Job	6,876.29	6,876.29
	Total Estimated amount put to tender				47,02,266.30
	Excess / Less (In percentage)				
	Quoted amount in Figures				

in Words Rupees _____ only (Excluding GST).

The amount of GST as applicable will be paid extra on production of relevant document. I/We have perused the Proposal Document for subject assignment containing Terms of Reference and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document' .

Our price offer inclusive of all taxes, excluding GST, incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of the assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in the proposal document "Terms of Reference" and other clauses stipulated in the proposal document

All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The Bidder shall be paid for the services rendered

as per the TOR as per payment schedule given above.

Bidder shall provide assistance/services required for obtaining necessary Statutory clearances, if any, from the Government and other concerned authorities like, KSPCB,GOK etc.

In case, after commencement of work, there is change in scope needing revised approval of authority, the Bidder shall submit additional remuneration if any within seven days of the order from Employer. However, the reasonableness of remuneration for such work shall be decided by Employer, which will be final and binding on the Bidder.

Any deviation in Terms of references during services of the Bidder will not affect the fee The above fees mentioned shall be deemed to be inclusive of fees payable by the Bidder to his any other sub-Bidder and/or associates, needed to accomplish the job and it is also included necessary expenditure towards presentations , transportation of personnel of the Bidder for carrying out the assignment. Nothing extra, whatsoever, shall be payable by the Employer.

This offer is valid for a period of 120 days from the date of opening of the financial proposals.

Witness's	Signature
Signature _____	_____
Name _____	Name _____
Address _____	Designation _____
_____	For and on behalf of _____
_____	Address _____

LOCATIONS OF AIR QUALITY MONITORING

Sl. NO.	Tentative Locations	No. of samples per Month
1.	U.S. Malya Gate (Main Gate)	1 No
2.	Oil Jetty Area near I.M.C terminal	1 No
3.	Old coastal guard Office	1 No
4.	VTMS Port control	1 No
5.	NMPA hospital	1 No
6.	Scanner Yard	26 Nos
7.	Railway Yard	
8.	KK Gate	

As Directed by the Dy. Manager Environment (Contract) in the Even N/F at page no18 the changes has been incorporated in this Annexure -A

Annexure-B

**DESCRIPTION OF MARINE WATER AND SEWAGE, TREATED SEWAGE WATER
QUALITY MONITORING STATIONS INSIDE THE PORT AREA OF NMPA**

Sl. No.	Stations	Locations All Locations (One sample in a Month)
1	EDA	Eastern Dock Arm
2	ODA	Oil Dock Arm (Diaphragm Jetty)
3	WDA	Western Dock Arm
4	LAGOON	Lagoon Area (Turning Circle)
5	BL	Baseline (Up-to 800 meter west)
6	SRTP	Slop Reception Treatment Plant (Oil Separator water testing similar to STP Parameters)
7	1.2 MLD STP	1.2 MLD SBR Technology STP Near KK Gate

- Any other location indicated by Port.

As Directed by the Dy. Manager Environment (Contract) in the Even N/F at page no18 the changes has been incorporated in this Annexure -B

**DESCRIPTION OF DRINKING WATER QUALITY MONITORING STATIONS
OUTSIDE AND INSIDE THE PORT AREA OF NMPA**

Sl. No.	Stations	Locations
	Source	All Locations (One sample in a Month)
1	S1	Fifth avenue Open Well
2	S2	RCHW colony open well
3	S3	RCHW colony new open well
4	S4	Sump tank (Pump house)
5	S5	New UGR open well
6	S6	Near Stadium well
7	S7	Thimmappayya well
8	S8	MCC water at New UGR
	Outside the Port Area	
9	DW1	Administration building
10	DW2	NMPA school
11	DW3	NMPA canteen
12	DW4	Hospital
13	DW5	NMPA any water Inlet inside wharf
14	DW10	NMPA Guest House
15	DW11	Marshalling Yard
	Inside the Port Area	
16	DW6	Wharf Canteen
17	DW7	Traffic Building
18	DW8	Berth No.14
19	DW9	Berth No.9
20		Wharf open well

- Any other location indicated by Port.

Annexure -D

**LIST OF AMBIENT NOISE QUALITY MONITORING STATIONS IN
AROUND THE PROJECT AREA**

SR. NO.	STATION NAME
	All Locations, (One sample in a Month)
1.	Malya Gate (Main Gate)
2.	Wharf Berth (inside)
3.	Administrative Office Building
4.	J.N.C Hall in the campus
5.	Container yard
6.	Wharf Canteen

- Any other location indicated by Port.

Annexure -E

SI. NO.	LOCATIONS OF DG NOISE AND STACK MONITORING		
	All Locations (One sample in a Month)		
	DG Description	Sampling location	Nos
1.	11KV, 1000KVA	33kV Muss	2
2.	415V, 125 KVA	VTMS	1
3.	415V, 500 KVA	ESD-V	2
4.	415V, 500 KVA	Colony Sub Station	1
5.	415V, 62.5 KVA	Container Scanner Yard	1
6.	415V, 100 KVA	AO Building	1
7	415V, 500 KVA	AO Building	1
8	415V, 500 KVA	ESD-II Wharf	1
9	415V, 250 KVA	BDC, NMPA	1
	Pump Houses	Sampling location	Nos
1	Fire Water Pump House No-1	Monitor Pump	1
		Hydrant Pump	1
2	Fire Water Pump House No-2	Hydrant Pumps	4
3	Fire Water Pump House No-3	Monitor Pumps	3
		Hydrant Pumps	5
4	Booster Pump Houses of Berth No. 13	Foam Pump	1
		Booster Pump	1

- Any other location indicated by Port.

INSTRUMENT LIST IN SITE LABORATORY

Sl. No.	Name of Instrument
1	Hot air Oven
2	Bacteriological Oven
3	Autoclave
4	Laminar Air Flow
5	PH Meter
6	Electronic Balance
7	Turbidity Meter
8	Conductivity Meter
9	Magnetic Stirrer
10	Spectrophotometer
11	Vacuum pump
12	BOD Incubator
13	Heating Mental
14	CO Analyzer
15	HC Analyzer
16	Research Microscope
17	Centrifuge
18	colony counter
19	Muffle furnace
20	COD Reactor
21	Flame photometer
22	DO meter(2Nos)
23	Distillation apparatus

- Any other Instruments as required.

Form of Security

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY (Appendix A)

(Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at this time. Only the successful Bidder will be required to provide Performance in accordance with one of the forms, or in a similar form acceptable to the Employer).

KNOW ALL BY THESE PRESENT that (The name of Bank)

_____ a banking corporation carrying on banking business including Guarantees at Mangalore and other places and having its office at _____ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS;

WHEREAS Board of Trustees of NEW MANGALORE PORT AUTHORITY constituted under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for services for **“Monitoring of Environmental parameters on Air, Marine water, STP water, Drinking water [As per IS:10500], Noise, DG Stack as per KSPCB/CPCB standards for the year 2023-24 & 2024-25”**(hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.AND WHEREAS (Name of Bidder _____ (hereinafter called the 'Bidder') has offered to carryout the assignment as specified in Terms of Reference and Conditions included in the 'Proposal Document'.

AND WHEREAS the Board has accepted the Proposal of M/s. _____ (Name of Bidder) (vide its letter No. _____ dated _____ day of _____ 2016 . AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Bidder) M/s. _____ should interalia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Mangalore for a sum of Rs. _____ (Rupees _____ only) as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. _____ (Name of Bidder) have requested the Bank to give the said guarantee

and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. _____ (Rupees _____ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Bidder name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees: _____) as may become payable to the Board by the Bidder by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____ (Name of Bidder) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____ (Name of Bidder) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s.

_____ (Name of Bidder) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s.

_____ (Name of Bidder) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner obligations its hereunder to vary any of the terms and conditions of the Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. _____ (Name of Bidder) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Bidder) or for any in forbearance indulgence by the Board to the M/s. _____ (Name of Bidder) 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of _____, subject

to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. _____(Rupees

_____) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. _____(Rupees _____ on ly) This bank guarantee shall be valid up to _____and We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before _____.

SIGNED SEALED AND DELIVERED: by the
with named _____
_____ through its duly
constituted Attorney/s
_____ in the presence of.