

**NEW MANGALORE PORT AUTHORITY**  
**MARINE DEPARTMENT**

**TENDER No. NMPA/MS/PS/2024 dated 22-04-2024**

**NIT No. NMPA/MS/PS/2024 dated 22-04-2024**

**e-Tender No. 2024\_NMPT\_804501\_1**



**TENDER DOCUMENT**  
**FOR**  
**“OUTSOURCING OF PRIVATE**  
**SECURITY SERVICES FOR SELECTED**  
**DUTIES AT NMPA FOR A PERIOD OF**  
**2 YEARS”**

<b>Estimated Amount</b>	<b>₹5,54,86,747/-</b> <b>Excluding GST</b>
<b>Tender Fee</b>	<b>₹1,680/-</b>

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

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

1	Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2	Bidder then logs into the portal giving user id / password chosen during enrollment.
3	The e-token that is registered should be used by the bidder and should not be misused by others. <b>The bidder participating in the tender shall upload the tender in CPP website. If the tender uploaded by any other firm, the tender shall be rejected summarily.</b>
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 <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> or <a href="http://www.newmangalore-port.com">www.newmangalore-port.com</a> 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 <b>Tender Fee</b> as specified in the tender. The proof of payments made towards <b>Tender Fee</b> to be submitted along with technical bid.

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

20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	<b>Tender Fee</b> shall be submitted with the Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	If the successful bidder fails to sign the <b>AGREEMENT</b> within the stipulated time, the contract shall be cancelled as per <b>Clause No. 9 of GCC</b> .
24	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
25	The GST applicable shall be paid extra as applicable.
26	While imposing penalty GST shall be collected.
27	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
28	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
29	No deviation to the technical and commercial terms & conditions are allowed.
30	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
31	A. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, BIDDERS are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from web site. Please see websites of NMPA / CPP.

32	<p><b><u>PRE-BID QUERIES</u></b></p> <p>i. Upload their questions/queries in the <b>CPP Website</b>.</p> <p>ii. The bidder can also submit the queries in writing to The Dy. Conservator, Marine Department, NMPA, well in advance through e-mail: <b>dyconservator@nmpt.gov.in / me-section@nmpt.gov.in</b>.</p> <p>iii. The pre-bid queries will be received up to <b>29-04-2024</b> at <b>1500 hours</b>. Pre-bid queries <b>will not be entertained</b> after the cutoff date &amp; time.</p> <p>iv. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in <b>Port and CPP websites</b>. <b>Non-submission of Pre-bid queries will not be a cause for disqualification of a Bidder.</b></p>
33	NMPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
34	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <b><u>www.eprocure.gov.in/eprocure/app</u></b> of <b>CPP Portal</b> .
35	The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
36	The bid will be evaluated based on the filled-in Technical & commercial formats.
37	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.
38	<p><b><u>Nodal Officer:</u></b></p> <p>The <b>Marine Surveyor</b>, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore.</p> <p>Email id: <b>shekara.naika@nmpt.gov.in</b>, Ph: <b>0824-2887332</b></p>
39	<b>BOQ</b> format available in “ <b>BOQ</b> ” Section of CPP website.

**NEW MANGALORE PORT AUTHORITY**  
**MARINE DEPARTMENT**  
**NOTICE INVITING TENDER (NIT)**

**NIT No. NMPA/MS/PS/2024**

**Date: 22-04-2024**

**Title of Work: “OUTSOURCING OF PRIVATE SECURITY SERVICES FOR SELECTED DUTIES AT NMPA FOR A PERIOD OF 2 YEARS”**

The Deputy Conservator, New Mangalore Port Authority invites **e-Tenders in Two Bid system** (Technical Bid and Price Bid) on behalf of New Mangalore Port Authority (NMPA), from the following Security Agencies (Limited Tender) Sponsored by Directorate General of Resettlement (DGR) vide letter No. 8304003/SA/NMPM/2024/KAR/7134/5838/9044/8750/5855/5832/DRZS dated 01 Feb 2024 for Providing Security Services to New Mangalore Port Authority.

<b>1</b>	<b>M/s. 7134 S SUNDAR RAJAN SECURITY AGENCY</b> Office No-29, 1 <sup>st</sup> Floor, Lakeview Residency, Venkatala, Yelahanka, Bengaluru, Karnataka – 560064. Email – raaga_2007@hotmail.com Mob - 9071770882
<b>2</b>	<b>M/s. 5838 DAMODAR HARIDAS SECURITY AGENCY</b> 1458, Ground Floor, Arunodaya, 12 <sup>th</sup> Main, B Block, Sahakarnagar, Bangalore, Karnataka - 560 092. Email – dharidas303@gmail.com Mob – 9860279865
<b>3</b>	<b>M/s. 9044 BIPUL CHANDRANATH SECURITY AGENCY</b> No.30, 3 <sup>rd</sup> Floor, 2 <sup>nd</sup> Cross, 8 <sup>th</sup> Block, Opp to Police Station, Koramangala, Bangalore, Karnataka – 560 095 Email – bcnath2022@gmail.com Mob - 9113966449
<b>4</b>	<b>M/s. 8750 ASHISH AMBASTHA SECURITY AGENCY</b> No 60/4, Floor K No 153/6, Dodda Beerappa Layout, R R V Layout, 1 <sup>st</sup> Cross Varanasi Main Road, 6 Stage, Near Kankanagara Circle, K R Puram Post, Margonganahalli, Bangalore, Karnataka -560 068 Email – aambastha67@gmail.com Mob – 9844122592

<b>5</b>	<b>M/s. 5855 YOGENDER SINGH PARMAR SECURITY AGENCY</b> Lg-06, No.26, Splendid Plaza, Wheelers Road, Cox Town, Bangalore, Karnataka – 560 005 Email – <a href="mailto:yogi2506@yahoo.co.in">yogi2506@yahoo.co.in</a> Mob – 8903656069
<b>6</b>	<b>M/s. 5832 PATRAYYA G SUBBAPURMATH SECURITY AGENCY</b> House No. – 26A, First Floor, Sai Palazzo, Near Modern School, Ejipura, Viveknagar Post, Bangalore, Karnataka – 560 047 Email – <a href="mailto:pgs991.sagency@gmail.com">pgs991.sagency@gmail.com</a> Mob - 07798858987

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

1	TENDER No.	<b>NMPA/MS/PS/2024 dated 22-04-2024</b>	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through e-procurement portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	
3	e-Tender No.	<b>2024_NMPT_804501_1</b>	
4	<b>Estimated cost</b>	<b>₹5,54,86,747/-</b> Excluding GST	
5	Tender Fee	<b>₹1,680/- (1,500 + 12% GST)</b> Non-refundable.	
6	Date of NIT available to parties to download	<b>22-04-2024</b>	<b>at 1100 hrs</b>
7	Date of Starting of online <b>Pre-bid queries</b>	<b>22-04-2024</b>	<b>at 1100 hrs</b>
8	Date of Closing of online <b>Pre-bid queries</b>	<b>29-04-2024</b>	<b>at 1500 hrs</b>
9	Date of Starting of <b>e-Tender</b> for submission Bid on line at <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>	<b>06-05-2024</b>	<b>at 1000 hrs</b>



10	Date of closing of <b>e-Tender</b> for submission of Bid.	<b>14-05-2024</b>	<b>at 1500 hrs</b>
11	Date & Time of opening of Technical Bid.	<b>15-05-2024</b>	<b>at 1530 hrs</b>
12	Date & Time of opening of Price Bid.	<b>To be communicated separately by e-mail.</b>	
13	Work Contract period	<b>02 years from the date of commencement of work.</b>	
14	Validity of Tender	<b>90 days from the date of opening of Technical Bid.</b>	

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

**Sd/-**  
**Deputy Conservator**  
**New Mangalore Port Authority**

# NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

## Minimum Qualification Criteria of the bidders (MQC):

1.1	<b>Bidder shall be the DGR Sponsored Security Agency</b> as per letter No.8304003/SA/NMPM/2024/KAR/7134/5838/9044/8750/5855/5832/DR ZS dated 01 Feb 2024 of Directorate General of Resettlement (DGR), MoD. The Bidder should submit a copy of sponsorship letter along with technical bid.
1.2	<b>Bidder should have an original of Empanelment Certificate</b> (with photograph and signature of Proprietors/Directors) <b>valid atleast up to December 2026</b> so that Certificate remains valid throughout the Contract Period. Copy of the same is to be submitted along with technical bid.
1.3	Bidder should have <b>valid license under the Private Security Agencies (Regulation) Act 2005</b> as amended from time to time. The bidder should have registered office in (Karnataka State) under <b>Private Security/Agencies Regulation Act (PSARA) - 2005</b> as amended from time to time and have valid license <b>valid atleast up to December 2026</b> so that Certificate remains valid throughout the Contract Period to provide security services in Karnataka.
1.4	Bidder should have <b>valid Labour License</b> for provision of Labour License at the time of submission of bid. However, if any of the bidder is not having <b>Labour Licence</b> as on date, he can submit the same on award of contract following due procedures. In this regard an undertaking is to be submitted along with the technical bid.
1.5	Bidder should have <b>GST registration</b> and copy of same to be submitted along with the technical bid.

The BIDDERS shall enclose the self-certified copy of supporting documents, if not original to fulfill the eligibility criteria for pre-qualification.

**Note: All necessary documents mentioned vide Clause No. 2.16 of ITB to be submitted in the Technical Bid.**

## **INSTRUCTIONS TO BIDDERS (ITB)**

- 2.1** E-Tenders in **Two Cover system** are invited from the Security Agencies Sponsored by Directorate General of Resettlement (DGR) for the work of **“Outsourcing of Private Security services for selected duties at NMPA for a period of 2 years”**.
- 2.2 TENDER SUBMISSION:**  
The Tender shall be uploaded as follows:
- a** **Technical Bid** shall contain all the documents as per **clause 2.16 of ITB**. The proof of payments made towards **Tender Fee** (receipt of NEFT / SBI collect) to be submitted along with technical bid.
  - b** **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE**. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected.**
- 2.3 LAST DATE FOR SUBMISSION OF TENDER:**  
The last day for submission of tender is **14-05-2022**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.
- 2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS**  
**The tender shall be duly filled in, signed and stamped on all pages by the authorized signatory (Proprietor) of the Security Agency.**
- 2.5 BIDDER TO INFORM HIMSELF FULLY**
- i** The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General and Special Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
  - ii** The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India,, and other Statutory bodies, NMPA Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with NMPA.

- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

## **2.6 EARNEST MONEY DEPOSIT**

**The Earnest Money Deposit is exempted.**

## **2.7 ACCEPTANCE OF TENDER:**

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

## **2.8 TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **90 days** from the date of opening of **Technical Bid**. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/ email. However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender. Incase extension of validity of tender if required, it shall be done by mutual consent of Port and bidder.

## **2.9 AMENDMENTS**

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

## **2.10 ERRORS IN THE TENDER DOCUMENT:**

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

## **2.11 LANGUAGE OF TENDER :**

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

## **2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. **Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.**

## **2.13 CURRENCY:**

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

## **2.14 CONTRACT WORK**

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

## **2.15 CONTRACT PRICE**

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in **Annexure -7**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

## 2.16 TECHNICAL BID

The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages

1	<p>The tender shall be accompanied by Tender fee of ₹1,680/- (1500 +12% GST). The proof of payments made towards <b>Tender Fee</b> (receipt of NEFT / SBI collect) to be submitted along with technical bid. <b>The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.</b></p> <p>In case bidder claims exemption of <b>Tender Fee</b> as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or <b>Udyam Registration Certificate</b> or any other body specified by the Ministry of MSME.</p>
2	<p>Original copy of Tender Documents along-with Pre-bid Clarifications, Corrigendum, addendums if any, duly initialed on each page with company's (Security Agency) seal as token of acceptance of Tender Conditions &amp; Specifications as per <b>Clause No.2.4 of ITB.</b></p>
3	<p><b>Eligibility Criteria of the BIDDER as per MQC</b></p>
1.1	<p><b>Bidder shall be the DGR Sponsored Security Agency</b> as per letter No.8304003/SA/NMPM/2024/KAR/7134/5838/9044/8750/5855/5832/DRZS dated 01 Feb 2024 of Directorate General of Resettlement (DGR), MoD. The Bidder should submit a copy of sponsorship letter.</p>
1.2	<p><b>Bidder should have an original of Empanelment Certificate</b> (with photograph and signature of Proprietors/Directors) <b>valid atleast up to December 2026</b> so that Certificate remains valid throughout the Contract Period. Copy of the same is to be submitted along with Technical Bid.</p>
1.3	<p><b>Bidder should have valid license under the Private Security Agencies (Regulation) Act 2005</b> as amended from time to time. The bidder should have registered office in (Karnataka State) under Private Security/Agencies Regulation Act (PSARA) - 2005 as amended from time to time and have valid license <b>valid atleast up to December 2026</b> so that Certificate remains valid throughout the Contract Period to provide security services in Karnataka.</p>
1.4	<p>Bidder should have <b>valid Labour License</b> for provision of Labour License at the time of submission of bid. However, if any of the bidder is not having labour licence as on date, he can submit the same on award of contract following due procedures. In this regard an undertaking is to be submitted along with the technical bid.</p>

1.5	Bidder should have <b>GST registration</b> and copy of same to be submitted along with the technical bid.
4	PAN Card Copy
5	EPF Registration certificate.
6	Bidder Information form ( <b>Annexure -1</b> ).
7	<b>Undertaking</b> for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums ( <b>Annexure -2</b> )
8	Bankers Details ( <b>Annexure 3</b> ).
9	Covering letter in firm's letter head. ( <b>Annexure -4</b> )
10	Information regarding Debarred: Tenderers shall give declaration as per <b>Annexure -5</b> for not having been debarred or de-listed by any government, semi-government agency or PSUs.
11	The bidder has to upload the <b>Technical Bid</b> and <b>Price Bid</b> in <b>CPP website only</b> in the respective event and <b>NO HARD COPY FOR TECHNICAL BID AND PRICE BID WILL BE ACCEPTED.</b>
12	1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection</b> and <b>disqualification</b> . 2) All Annexure to be neatly typed in firm's letter head and submitted.

## 2.17 **TECHNO-COMMERCIAL PRE-ENQUIRIES/CLARIFICATION**

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

## 2.18 **TENDER OPENING AND EVALUATION**

### i **OPENING OF TECHNICAL BID:**

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

### ii **SCRUTINY AND EVALUATION OF THE TENDERS:**

a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.

b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-

mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

## **2.19 OPENING OF PRICE BID:**

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



## **2.20 DISQUALIFICATION**

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

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

## **2.21 FALSE INFORMATION**

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

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

## **2.22 RESPONSIVENESS**

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

- 1. Tender fee details as per Clause No. 2.16 (1)**
- 2. GST Registration Certificate.**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1 DEFINITIONS**

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

- a) "**Employer**" means **Board of Members** of New Mangalore Port, a body corporate under the **Major Port Authority Act, 2021**, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Deputy Conservator or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Service Provider**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f) "**Work**" or "**Works**" shall mean **providing security personnel** and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "**Site**" shall mean the work area of New Mangalore Port Authority.
- h) "**Approved**" or "**Approval**" shall mean approval in writing.
- i) "**Month**" shall mean English Calendar Month.
- j) "**Engineer-in-charge/representative**" shall mean any officer / Engineer authorized by Deputy Conservator for purpose of this contract.
- k) "**SOT**": Schedule of Tender
- l) **NMPA** or **Port** means New Mangalore Port Authority, Panambur.

## **2 COMMENCEMENT OF CONTRACT**

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

## **3 CONTRACT PERIOD**

The contract period is for **2 years** (TWO years) from the date of commencement of contract.

## **4 TERMINATION FOR DEFAULT/ DEBARMENT**

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

## **5 FORCE MAJEURE**

- (A) In this clause “Force Majeure” means and exceptional event or circumstances,
- a) which is beyond party's (Employer or Contractor) control
  - b) which such party could not reasonably have provided against before entering into the contract
  - c) which, having arisen, such party could not reasonably have avoided or overcome
  - d) which is not substantially attributable to the other party

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

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

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

(B) Measures to be taken:

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

- 6 The staff shall be deemed to be under the control and supervision of the contractor for all legal purposes and the charterer (NMPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- 7 The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- 8 In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed to work and this personnel shall be replaced within 24 hrs.

## 9 **CONTRACT AGREEMENT**

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

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

**If the successful bidder fails to sign the Agreement within the 28 days from the date of issue of Work Order, the contract liable to be cancelled** and Performance Security will be forfeited.

## 10 **DEVIATION**

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

## 11 **ALTERATION**

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

## 12 **ALTERNATIVE/CONDITIONAL TENDER**

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

### **13 BRIBES**

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

### **14 ASSIGNMENT AND SUBLETTING**

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

### **15 ALCOHOLIC LIQUOR OR DRUG**

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

### **16 ADDRESS**

**GST** address will be considered for all future correspondence.

### **17 CANTEEN FACILITIES**

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

### **18 ARBITRATION**

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

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

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

## **19 PERFORMANCE SECURITY**

- a) Performance Security should be **10 % of first month's wage bill + 18% GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Scheduled Bank or payment online in an acceptable form within **28 days** of issue of Work Order. Bank Guarantee as per Format given in **Form -2** with a validity of **One year** and claim period of **03 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **03 months**. Bidder has to renew the BG well in advance to avoid penalty / encashment. **The BG with a validity of Two years and claim period of 03 months can also be submitted.**
- b) Penalty **@0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- c) Penalty **@0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof for non-renewal of BG before completion of **12 months**. If the BG is not renewed within **75 days** after completion of **12 months**, action would be initiated for encashment of BG.
- d) **Performance Security** shall be released after finalizing final bill.
- e) **In case non-availability of Bank Guarantee in time**, the contractor can also deposit the Performance Guarantee amount in NMPA Bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

## **20 PENALTY FOR USE OF UNDUE INFLUENCE**

The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NMPA or otherwise in procuring the work Orders or forbearing to do or for having done or

forborne to do any act in relation to the obtaining or execution of the present Work Order or any other work Order with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present work Order or any other work Order with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPA to cancel the work Order and all or any other work Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPA or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPA or to any other person in a position to influence any officer/employee of the NMPA for showing any favour in relation to this or any other Work Order, shall render the Bidder to such liability/ penalty as NMPA may deem proper, including but not limited to termination of the Work Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPA.

## **21 NON-DISCLOSURE OF CONTRACT DOCUMENTS**

Except with the written consent of the NMPA/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

## **22 AMENDMENTS**

No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

## **23 LANGUAGE**

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



## **24 PROTECTION OF ENVIRONMENT**

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

## **25 SAFETY REGULATIONS**

Working personnel should wear proper PPE and follow the safety regulations. The contractor shall be responsible for the safety of all activities at the Site.

## **26 STAFF PASS**

**Port Entry Passes** will be issued for the Security personnel & their vehicles to enter wharf area. However, RFID card to be purchased from Pass section, Marine Department at contractor's cost. The cost of each card is ₹150/- appx.

## **27 PAYMENT**

The Service Provider / Contractor should be submitted the monthly bill in triplicate with consolidated statement to the paying authority along with the bill. The reimbursement of bills will be made on the submission of the following documents by the Service Provider/ Contractor.

- a) **The monthly bill in complete shape** i.e. Applicable ESI, PF, copy of Register of Attendance / Face Registration and Muster Roll of proceeding month, copy of Wage Register, documentary proof like Bank statement for salary paid to the staff through bank etc. are to be submitted to the office of the Deputy Conservator and payment will be made within **15 days** from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

### **The invoice should contain the following information:**

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

GSTIN of customer: **29AAALN0057A2ZG**

- c) ESI, PF and GST will be paid extra as applicable.
- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) No interest on account of delayed payments.
- f) Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment.

- g) **Payment will be made only in INDIAN RUPEES.**
- h) Bank statement of the contractor to be submitted along with the monthly bill.
- i) Contractor shall deposit the wages to his employee's Bank account on or before **7<sup>th</sup> of every month**. A copy of the proof of the amount transferred to his employees shall be submitted.
- j) No advance payments will be made.
- k) Any other document/certificate that may be provided for in the contract.
- l) Amount of LD risk Expenses/penalty etc, if any will be deducted from the billing amount.

## **28 TAX**

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

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

## **29 E PAYMENT**

The option of e-payment is available to the bidder. The bidders are required to furnish the following information as per the enclosed format (**Annexure -3**) for opting e-payment.

## **30 SCOPE OF WORK**

The detailed of the Scope of Work are as follows:

The contractor shall provide **56 Nos. of Security Guards without arms (Skilled)** and **03 Nos. of Supervisors (Highly Skilled)** round the clock on **24 hrs × 7 day** basis (including weekly off / Public holidays) on **3 shifts** per day at different locations at New Mangalore Port Authority to cover the following area for Security of the personnel, property and assets, both movable and immovable of New Mangalore Port Authority by day and night for a period of **02 years**.

<b>Sl.No.</b>	<b>Duty Point</b>	<b>No. of Security Guards</b>	<b>No. of Supervisor</b>
1.	Main Entry / Exit gate of perimeter wall of Administrative Block	09	<b>03</b>
2.	Administrative Block Entry	03	
3.	Administrative Block (Sagarmaala) Entry	03	
4.	Harbour House	03	
5.	Central Store	03	
6.	Auto Garage	03	
7.	Port Authority Hospital	03	
8.	Port Guest House	03	
9.	BDC Building	03	
10.	Thimmappayya Well	03	
11.	RCHW & Old UGR Well	03	
12.	New UGR Pump House	02 (2 <sup>nd</sup> & 3 <sup>rd</sup> )	
13.	CISF Pump House	01 (3 <sup>rd</sup> )	
14.	Opposite Port Authority Hospital - Boom Barrier Entry Gate	08 (1 <sup>st</sup> & 2 <sup>nd</sup> - 3 each and 3 <sup>rd</sup> -2)	
15.	Opposite Port Authority Hospital - Boom Barrier Exit Gate	03	
16.	Vigilance Entry Gate	01 (Gen Shift)	
17.	X-Ray Baggage Scanner – at Admin Gate	01 (Gen Shift)	
18.	X-Ray Baggage Scanner – at Sagarmala Gate	01 (Gen Shift)	
	<b>Total</b>	<b>56 Nos.</b>	<b>03 Nos.</b>

**Note:**

1. Duty point may subject to change at the Port premises only on need base.
2. The contract agreement for **56 security guards** without arms (Skilled) for 24 × 7 (3 shifts) and **03 supervisors** (Highly Skilled) for 24 x 7 (3 shifts) for a period of 02 years. The duty arrangements for the deployed security personnel should be as follows:

- 1<sup>st</sup> shift : 0600 to 1400 hours  
 2<sup>nd</sup> shift : 1400 to 2200 hours  
 3<sup>rd</sup> shift : 2200 to 0600 hours  
 General Shift : 0900 to 1700 hours

### 31 QUALIFICATION OF STAFF

Name of Posts	Minimum Qualification required
<b>Security guards without arms (skilled)</b>	i. <b>Matriculation or equivalent along with Sepoy rank and above up to Naib Subedar.</b> ii. Should be retired employees of Indian Armed Forces (Army, Navy, Air force). iii. Should know Kannada, Hindi, English. iv. Upper age limit <b>65 years.</b> v. Physically fit to attend Security Duties.
<b>Supervisor (Highly skilled)</b>	i. <b>Matriculation or equivalent along with Subedar rank and above.</b> ii. Should be retired employees of Indian Armed Forces (Army, Navy, Air force). iii. Should know Kannada, Hindi, English to read and write. iv. Upper age limit <b>65 years.</b> v. Physically fit to attend Security Duties.

### 32 DUTIES AND RESPONSIBILITY OF SECURITY STAFF

(a)	The Security Guards will be responsible for overall security arrangement for assets of New Mangalore Port Authority in their respective work place as assigned.
(b)	Security Guards will ensure that all the instructions of the Dy. Conservator or his representative are strictly followed and there is no lapse of any kind.
(c)	All Security Personnel must register their attendance (Face Registration) in time as per their duty schedule.
(d)	Security Guard will ascertain the duties of personnel entering/leaving the premises of assigned duty. Only authorized personnel will be granted permission to enter/leave such areas.
(e)	No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signature and telephone numbers of the above stated officers will be available with the Security personnel.

(f)	The Security personnel employed should have police verification prior their appointment.
(g)	Deployment of Security Guards will be as per the instructions of the Deputy Conservator, NMPA and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
(h)	Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement.
(i)	The Security Guard will also take rounds of all the important and sensitive points of the premises as specified by the authorities.
(j)	Security personnel shall also carry out patrolling duties in designated area.
(k)	The Guards on duty will take care of the security of the vehicles, stores, equipment located within the premises of their assigned duty station.
(l)	The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
(m)	In emergent situations, security staff deployed shall also participate as per their role defined in the disaster plan, (if any), of the Department. Guards/Supervisors should be sensitized for their role in such situations.
(n)	The Security Guards are required to display mature behavior, especially towards female staff and female visitors.
(o)	The Security Guard on duty shall not leave the premises until his reliever reports for duty in uniform.
(p)	The contractor will issue the following items like a torch, whistle, batten, cap, helmet, lathi (minimum 01 mtr length), Identity Card etc to the security guards employed.
(q)	The Contractor should provide ceremonial dress during VIP Visit.
(r)	All the lights of corridor & wash rooms (Gents & Ladies) are to be monitored every day during evening & morning hours.
(s)	Security Guards are not allowed to use Mobiles during duty hours, failing which strict action will be taken.

- (t) Following checking / verifications are to be carried out at Colony (Boom Barrier) Entry & Exit Gates:
1. Port & CISF Employees:
    - a. Familiar / Known Port & CISF Employees (regular & contract) who are residing in the Port Colony may be allowed to enter/exit Port Colony by recognizing.
    - b. All other Port & CISF Employees (regular & contract) who are not familiar / known are allowed to enter Port Colony after verifying their ID Cards.
    - c. All the dependents & relatives of the Port & CISF Employees are allowed after verifying / registering their ID / confirmation of resident residing in particular quarters.
  2. Residents of Port Colony:
    - a. All other familiar / known residents of Port Colony like, Coast Guard, MESCOM, Police, Contractors staff etc. are allowed to enter.
    - b. All other residents of Port Colony like, Coast Guard, MESCOM, Police, Contractors staff etc., who are not familiar / known are allowed to enter Port Colony after verifying their ID Cards.
    - c. All the dependents of the employees of Coast Guard, MESCOM, Police etc., are allowed after verifying / registering their ID / confirmation of resident residing in particular quarters.
  3. School Teachers & Children:
    - a. Familiar / Known School Teachers of Kendriya Vidyalaya & **NMPA** schools are allowed to enter.
    - b. All other School Teachers of Kendriya Vidyalaya & **NMPA** schools who are not familiar / known are allowed to enter Port Colony after verifying their ID Cards.
    - c. All the School Children with uniform up to 18 years age are allowed to enter for attending schools.
    - d. All the School Children and their parents who are coming to drop the child to schools are allowed to enter.

4. Shop Keepers & their workers:
  - a. All the familiar / known shop keepers of **NMPA** markets & their workers are allowed to enter for attending their shops.
  - b. All the suppliers who are supplying materials to the **NMPA** market shops are allowed to enter after registering ID, contact number, purpose of visit, visiting shops etc.
  - c. All the visitors who are coming for purchasing materials from the **NMPA** market shops are allowed to enter after registering ID, contact number, purpose of visit, visiting shops etc.
  - d. Visitors and Suppliers are not allowed to enter without producing any kind of ID proof.
5. Employees & Customers of Banks / Post Office:
  - a. All the familiar / known Bank / Post Office Employees of **NMPA** Port Colony are allowed to enter for attending their duties.
  - b. The Bank / Post Office Employees of **NMPA** Port Colony, who are not familiar / known, are allowed to enter for attending their duties after verifying their ID Cards.
  - c. All the visitors who are coming for works related to Bank / Post Office of **NMPA** Port Colony are allowed to enter after registering ID, contact number, purpose of visit, Post Office / Bank of visit etc.
6. Contractor & their workers:
  - a. The Contractors and their staffs who are working in Port Colony on regular basis are allowed to enter Port Colony after verifying their IDs.
  - b. The Contractor & their staffs are to be informed to carry their ID whenever they enter /exist from the gate.
7. Essential Suppliers:
  - a. The day to day essential suppliers (regular) like, Paper suppliers, Milk suppliers are allowed to enter Port Colony for said purpose.
  - b. Food items suppliers like 'Zomato', 'Swiggy' etc., are allowed to enter Port Colony after verifying **order details** like, to whom, location of the resident, date of the request etc., on their mobile App and registering ID.

	<p>8. Couriers / Parcels (Amazon /Flipkart etc.):</p> <p>a. Parcels / Couriers (Amazon / Flipkart etc.) servicemen are allowed to enter Port Colony after verifying <b>order details</b> like, to whom, location of the resident etc., and registering ID.</p> <p>9. No unknown person / vehicle shall be allowed without registering their ID and purpose of visit.</p> <p>10. All intelligence / common sense shall be made use while carrying out duties.</p> <p>11. Any Govt. authorized ID's, passport, Aadhar card, driving license, pass book, Voter ID, ID card issued by <b>NMPA</b>, ID card issued by state police, ID card issued by banks, ID card issued by post office, ID card issued by MESCOM, ID card issued by Customs, ID card issued by Coast Guard, ID card issued by Schools, ID card issued by PHO, ID card issued by JSW shall be verified for entry.</p> <p>12. The covered trucks, minibus to be checked while going out.</p>
(u)	<p>Any other provisions as advised by the Deputy Conservator, NMPA may be incorporated in the agreement. The same shall also be binding on the contractor.</p>

### **33 PENALTY FOR DELAY IN COMMENCEMENT OF CONTRACT**

The successful bidder shall commence the contract within **30 days** from the date of issue of work order. If the successful bidder fail to **comply the date of commencement**, penalty will be imposed **@ ₹10,000 per day + GST** or part thereof for the delayed period till **30 days** (penalty period). If the work is not commenced within **60 days (30 days** from the date of issue of Work Order + **30 days** penalty period), the contract shall be liable to be terminated and the **Performance Security will be forfeited**.

### **34 SERVICE CHARGES**

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



### **35 TRANSPORTATION**

The Service Provider/contractor is responsible for providing the transportation facility to their deployment security guards and supervisors.

### **36 ACCIDENTS**

In circumstances, when the personnel is involved in services meet with an accident, resulting in loss or damage to property or life with respect to the person or any third party, the responsibility for any legal or financial implication shall rest solely with the Bidder/Contractor/Firm/Agency. NMPA shall have no liability, what so ever in this regard.

### **37 COMPLIANCE OF LABOUR LAW**

The Service Provider shall fulfill all obligations under various labour laws in force as amended from time to time regarding deployment of contract workers in respect of the services provided under this contract.

### **38 PAYMENT OF WAGES TO STAFF**

1. The contractor should ensure payment of existing minimum wages as per the DGR promulgated minimum wages to the security staff deployed by him. Non adherence to the Minimum Wages Act will result in cancellation of the contract, forfeiting of Performance Security and appropriate administrative action.
2. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed security services at New Mangalore Port as per the existing minimum wages promulgated by the DGR security guards without arms (Skilled) and Supervisors (Highly Skilled).
3. **As and when minimum wage is revised the contractor shall pay to the workmen accordingly and claim for reimbursement from the Port duly providing documentary proof for such revision and payment.**
4. Payment of monthly wage by the contractor to the deployed manpower for Security Guard and Supervisor individually should be made through **NEFT/RTGS** only, on or before 7<sup>th</sup> of every succeeding month which in any case shall not be less than minimum wages as prescribed by the central Govt. under DGR for category of works deployed by the agency from time to time. The Contractor should submit the Bank details with the A/C No., of the workmen before releasing of the first bill of the contract. Applicable taxes including TDS shall be deducted from the monthly bills.

5. Weekly Off shall be allowed to the security personnel as per statutory rules.
6. Extra manpower is engaged on weekly off / rest day, then Basic Pay +VDA along with other applicable allowances would be paid by Port on production of documentary evidence for the same.
7. If the workers are engaged at the discretion of the contractor, for more than one shift on any working day/deployed for work on weekly off days etc., they shall be paid overtime as applicable at contractor's expense.
8. Duty roster shall be strictly followed and ensure one day in a week will be counted as a mandatory rest day (weekly off).
9. NMPA refers DGR sponsored Security Agencies only to follow wage structure of DGR and for deploying experienced security personnel.

### **39 EPF, ESI, EDLI & OTHER ALLOWANCES**

The amount of EPF, ESI, EDLI, Admn charges (EPF & EDLI), HRA, ESI / Medical allowances on HRA, Bonus, Uniform Outfit allowance, Uniform washing allowance, Reliever charges etc., will be reimbursed as per actual **based on the notification issued by the DGR from time to time**. However, payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor to the appropriate authorities.

### **40 ACCOMMODATION FACILITY**

NMPA may provide suitable / applicable accommodation facility at Port quarters depending upon availability on chargeable basis to the security personnel through the contractor.

**41 The workmen shall furnish an undertaking to NMPA** that they will not claim any type of compensation/ Absorption/ Regularization/ Benefit of service from NMPA under Industrial dispute Act 1947 & Contract Labour Regulation & Abolition Act 1970 and related other Laws. The DGR sponsored ESM shall comply with all workmen compensation Act.

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

- 43** The Service Provider shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 44** The Service Provider agrees to indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).
- 45** **Police Verification:** At all times, the contractor will be responsible to ensure that the security guards engaged by him are security cleared by Police Station of worker's residential area. Police verification is of all employees should be done by proprietor/contractor/Firm/Agency. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of the state.
- 46** The Service Provider shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.
- 47** The Service Provider shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and NMPA shall not be a party to any dispute arising out of such deployment by the contractor.
- 48** The manpower deployed by the Service Provider under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the New Mangalore Port Authority.
- 49** **UNIFORM**  
The security staff deployed by the Service Provider shall be in distinct/neat uniform including shirt/trouser along with cap and pair of safety shoe for men, with logo of the firm embossed. Samples of the uniform are to be approved by Deputy Conservator, NMPA. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum by the contractor. Port issued RFID Card to be obtained at Contractor's Cost for each Security Personnel. Each Security staff should give biometric attendance per shift each day for in & out tome.

**50** The Service provider shall issue whistle, rain-coat, umbrella, lathi (minimum 01mtr length), powerful emergency light/torch/lamp, nose masks, hand gloves etc to the security staff (ESM) deployed by him. The Service provider shall provide stationery items like Register, Scales, Writing pads, Pencils, staplers etc.

**51 REGISTERS AND OTHER RECORDS TO BE MAINTAINED**

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

- (i) Register of Security Personnel employed / deployed. The details in register will be signed/authenticated daily by a person nominated by Deputy Conservator, NMPA.
- (ii) Service Certificate to be issued by the contractor on demand to security guard on termination of employment for any reason.
- (iii) Form of Register of Wages Cum Muster Roll. The same will be countersigned by Deputy Conservator, NMPA or an Officer appointed by him on producing proof of payments.
- (iv) Proof of Wages paid to each employee, in the form of copy of Bank account statement.

**52 WARNING CLAUSE**

In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment / material supplied:

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

**53 Deployment: 100 percent ESM will be Employed by the individual ESM.**

**54 Contractor shall ensure that security personnel will not be allowed to join / leave the NMPA Security Unit during the period of last three (3) months from the date of expiry of contract.**

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

## 56 PRICE BID EVALUATION

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

Description	Amount per person per month (₹)	Qty	Total Amount (₹)
SERVICE CHARGE FOR SECURITY GUARD PER PERSON PER MONTH (EXCLUDING GST) as per BOQ in Annexure -7		56 Nos. × 24 months	
SERVICE CHARGE FOR SECURITY SUPERVISOR PER PERSON PER MONTH (EXCLUDING GST) as per BOQ in Annexure -7		3 Nos. × 24 months	
Present Basic, DA and other components of wages as per DGR wage notifications (including approximate escalations on wages and excluding Service Charges for a period of 02 years)		730 days	5,05,57,951.48
<b>Total Contract amount excluding GST</b>			

The Lowest Bid will be decided upon by the lowest price quoted by the particular Bidder as per the Price Format given at Annexure -7. In case all the DGR sponsored Agencies quoting the same rate, the NMPA should award the contract to the senior most sponsored agency as indicated in the sponsorship letter.

- 57 NMPA will have right to increase / decrease the staff strength with same terms & conditions of tender by giving 15 days notice. Service charges applicable as per quoted amount in the Price Bid.
- 58 NMPA reserves the right to terminate the contract without assigning any reason by giving 03 months notice in writing.
- 59 The Employer (NMPA) shall not be responsible and liable for any damage / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.
- 60 **Employer Liability Insurance (If Applicable):** The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and

expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

- 61** The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act (If Applicable). The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 62** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works (If Applicable). 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.
- 63** The successful bidder has to submit an **Indemnity Bond** as per prescribed format **Form -3** prior to commencement of contract.
- 64** The successful bidder has to submit an **Undertaking** as per prescribed format **Form -4** prior to commencement of contract.

Date:

Signature of the bidder with stamp & address

## Annexure -1

### Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

Page ----- of ----- pages

1. Bidder's Legal Name ----- *[insert Bidder's legal name]*

2. Bidder's actual or intended Country of Registration: ----- *[insert actual or intended Country of Registration along with Registration Details]*

3. Bidder's Year of Registration: ----- *[insert Bidder's year of registration]*

4. Bidder's Legal Address in Country of Registration: ----- *[insert Bidder's legal address in country of registration]*

#### 5. Bidder's Authorized Representative Information

Name of the Authorized Representative: ----- *[insert Authorized Representative's name]*

Name of the firm: ----- *[insert Firm's name]*

Address: ----- *[insert Authorized Representative's Address]*

Telephone/Fax numbers: ----- *[insert Authorized Representative's telephone/fax numbers]*

Email Address: ----- *[insert Authorized Representative's email address]*

6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB

PAN NUMBER

GST Registration Numbers

(Authorised Signatory)

Company Seal:

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

**UNDERTAKING**

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“OUTSOURCING OF PRIVATE SECURITY SERVICES FOR SELECTED DUTIES AT NMPA FOR A PERIOD OF 2 YEARS”** have not been altered, in any form by us.

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

**Note: The above details should be typed in the firm’s letter head and submitted with signature and seal.**



## Annexure -3

### Bankers Details for E Payment

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

Signature of the Bidder with date  
Company Seal:

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

## Annexure -4

### COVERING LETTER

No.....

Date:.....

To,

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

Dear Sir,

**Sub:** Submission of Technical Bid – Reg.

**Ref:** Tender No. NMPA/MS/PS/2024 dated 22-04-2024 for “**Outsourcing of Private Security services for selected duties at NMPA for a period of 2 years**”

Please find attached herewith the following enclosures

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

Place:

Date:

Signature:

Seal:

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

**DECLARATION**

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

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

## Form -1

### SPECIMEN FORM OF CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

(1) *The Board of Members of the **New Mangalore Port Authority**, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the **Major Port Authority Act, 2021** as Amended thereafter, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**")*,

and

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

WHEREAS the **PORT** invited Tenders against tender **No.....** for execution of "**Outsourcing of Private Security services for selected duties at NMPA for a period of 2 years**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST ] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS

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

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

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

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

**For and on behalf of the PORT**

**For and on behalf of the Contractor**

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

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

in the presence of [insert identification of  
official witness]

in the presence of [insert identification of  
official witness]

## Form -2

### SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE GUARANTEE

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

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

1. In consideration of the Board of Members of **New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the **Board Members** of the Port of **New Mangalore Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No \_\_\_\_\_ date \_\_\_ made between the BIDDERS and the Board for execution of \_\_\_\_\_ covered under Tender No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Authority** an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee However, our liability under this guarantee shall be restricted to any amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, \_\_\_\_\_ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee

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

5. We, \_\_\_\_\_ (Name of Bank) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.  
This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

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

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

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

Date day of 20

Signature

For (Name of Bank)  
(Name)

**INDEMNITY BOND**

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

This deed of indemnity is executed 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 herin a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the **Work Order No.....** valued at ₹.....

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

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

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



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

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

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

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

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

Station:  
Date :

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

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

**UNDER TAKING**

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

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

Place:  
Date:

Signature:  
Seal:

# PRE CONTRACT INTEGRITY PACT

## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, on one hand, the Board of Members of New Mangalore Port Authority acting through Shri. \_\_\_\_\_, (Name & Designation of the Officer), New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for \_\_\_\_\_ and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

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

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

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

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

## **1.0 Commitments of the 'BUYER/ EMPLOYER'**

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **3.0 Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5\* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.
- 3.14 **The BIDDER signing IP shall not approach the Courts while representing the matters to IEMs and the contractor will await their decision in the matter.**

#### **4.0 PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5.0 Earnest Money (Security Deposit)**

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

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

5.2 The Earnest Money/Security Deposit shall be valid upto a period of **six** months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6.0 Sanctions for Violations**

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
  - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7.0 Fall Clause**

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

## **8.0 Independent Monitors**

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission  
Name and Address of the Monitor.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9.0 Facilitation of Investigation**

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

## **10.0 Law and Place of Jurisdiction**

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



**11.0 Other Legal Actions**

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

**12.0 Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

**13.0** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/EMPLOYER  
Name of the Officer and Designation

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**Address of IEMs**

Dr. Subhash Chandra Khuntia, IAS (Retd.)  
16-C, MCHS Colony, HSR Layout (Sector 6), Bangalore-560102  
Mob. No. 9868247979  
E-mail: [skhuntia@hotmail.com](mailto:skhuntia@hotmail.com)

## Annexure -6

### SAMPLE CALCULATION TO DERIVE SERVICE CHARGES PER MONTH TO BE QUOTED IS SHOWN BELOW

(for the purpose of calculation, Draft Minimum wages applicable as on 01<sup>st</sup> April 2024 & Service Charges @ 10 % is considered)

S.No.	Description	Percentage Applicable	SECURITY GUARD WITHOUT ARMS (SKILLED)	SUPERVISOR (HIGHLY SKILLED)
01	Basic+ VDA (per day)	-----	₹862.00	₹1146.46
02	ESI	-----	0	0
03	EPF	12 % of Sl.No.1	₹69.23	₹69.23
04	EDLI	0.50% of Sl.No.1	₹2.88	₹2.88
05	Admn Charges (EPF & EDLI)	0.50% of Sl.No.1	₹2.88	₹2.88
06	HRA	16 % of Basic + VDA or ₹3600.00 (Whichever is higher)	₹138.46	₹183.43
07	ESI/Medical Allowance on HRA	3.25% of HRA	0	0
08	Bonus	8.33% of Sl.No.1	0	0
09	Uniform Outfit Allowance	5 % of Sl.No.1	₹43.10	₹57.32
10	Uniform Washing Allowance	3 % of Sl.No.1	₹25.86	₹34.39
11	Total		₹1144.41	₹1496.60
12	Reliever Charges	1/6 of Total Sl.No.9	₹190.74	₹249.43
13	<b>Total wages per day</b>		₹1335.15	₹1746.03
14	<b>Total wages per month = ₹1335.15 or ₹1746.03 × 26 days</b>		<b>₹34,713.90</b>	<b>₹45,396.78</b>
15	<b>Service Charges per month</b> For example if service charge claimed is 10 % of total wages		$₹34,713.90 \times 0.10 =$ <b>₹3,471.39</b>	$₹45,396.78 \times 0.10$ <b>= ₹4,539.67</b>
<b>GST as applicable would be paid extra.</b>				

**Note: Basic wage applicable as per minimum wage promulgated by DGR, New Delhi.**

**Annexure - 7**

## **PRICE SCHEDULE – BOQ**

<b>Item Rate BoQ</b>							
<b>Tender Inviting Authority: Dy.Conservator, Marine Department, NMPA, Panambur, Mangalore, Karnataka-575010</b>							
<b>Name of Work: OUTSOURCING OF PRIVATE SECURITY SERVICES FOR SELECTED DUTIES AT NMPA FOR A PERIOD OF 2 YEARS</b>							
<b>Contract No: NMPA/MS/PS/2024 dated 22-04-2024 e-tender No. 2024_NMPT_804501_1</b>							
<b>Name of the Bidder/ Bidding Firm / Company :</b>							
<b><u>PRICE SCHEDULE</u></b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	RATE per person per month In Figures to be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1	<b>BOQ Particulars</b>						
1.01	<b>SERVICE CHARGE</b> FOR SECURITY GUARD PER PERSON PER MONTH (EXCLUDING GST)	item 1	56.00	Person		<b>0.00</b>	INR Zero Only
1.02	<b>SERVICE CHARGE</b> FOR SECURITY SUPERVISOR PER PERSON PER MONTH (EXCLUDING GST)	item 2	3.00	Person		<b>0.00</b>	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	

**Note:**

- **PRICE TO BE OFFERED EXCLUDING GST.**
- GST will be paid as applicable.
- **The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.**
- The Bidder whose Price Bid is found to be the **Lowest** shall be considered for award of Contract.
- **The sample calculation to derive Service charges per month to be quoted is shown vide Annexure -6.**
- **“Service Charges”** to be quoted in figures and not in percentage. The Service charges quoted will remain constant throughout the contract period. Only the initial quoted amount towards service charges would be paid irrespective of any change in minimum wages.
- **Price bid evaluation will be as per Clause No. 56 of GCC.**

## **NMPA BANK DETAILS FOR REMITTING TENDER FEE**

Name of Payee: **The FA & CAO, NMPA, Panambur, Mangalore.**

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

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