



NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Ref. No. 6/4/CIVIL/Mtc-I/2024/TS

Date: 24-10-2024

TO THE POTENTIAL BIDDERS

Sub: Tender for “Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port”– Reply to pre-bid query and corrigendum - Reg.

Ref: NIT No: CIVIL/CE(C)/EE(C)/38/2024-25 & e-Procurement Tender. ID. TENDER ID: 2024_NMPT_826541_1.

Consequent upon the queries raised by bidders for the subject work, New Mangalore Port Authority is pleased to clarify the queries of the Bidders. The Reply to Pre-Bid Queries corrigendum to tender document is issued herewith.

Reply to pre-bid queries corrigendum to tender document (Corrigendum No. 1 & Corrigendum No. 2) shall be duly signed and submitted along with the technical bid.

Executive Engineer (Civil)

Encl : Reply to pre-bid queries and corrigendum

NEW MANGALORE PORT AUTHORITY**CIVIL ENGINEERING DEPARTMENT**

Reply to pre-bid query sought by the bidder for the work of

“Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port”

NIT No: **CIVIL/CE(C)/EE(C)/38/2024-25**TENDER ID :**2024_NMPT_826541_1****REPLY TO PRE-BID QUERIES (Addendum No.1)**

Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
1	BOQ, Item No. 1.1	Aluminium Structure with compressed anodized aluminium structure and fire-retardant white PVC fabric roof), inclusive of transportation, erection, operation charges and dismantling charges - Total - 32000 Sqm	Can we get the dimensions of each Hanger sizes?	Hanger size should be decided by the bidders as per site requirement.
2	BOQ, Item No. 1.8	Bamboo barricading at till 4ft ht for segregate the crowd / division block wise	Can we use metal barricading instead of bamboo?	Yes, may be used.

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3	BOQ, Item No. 2.2	100mm raised wooden platform. With Concrete - 3000 Sqm	Can we know is base cement concreting has to done?	As per site condition may be required to be provided by the successful bidder. However, the quantity executed shall be measured at site and payment shall be made as per rates in KPWD SR 2023-24 for respective items of work.
4	BOQ, Item No. 2.12	Provision of green room with basic requirement, holding area of artist / VIP as per requirement with air-conditioning.	Total no of Green rooms required?	One green room of size 20 feet x 50 feet.
5	BOQ Item No 3.2	Video - Centre Led Wall, Side Wings, Watch out Servers, Riser with masking, LED / Plasma TV for stage, green rooms and other area as per requirement, delay screen as per requirement	Dimensions of LED or do we need calculate for a 80ft wide stage	The bidder needs to calculate.
6	BOQ, Item No. 4.3	Construction of toilet block - including of urinals, commodes, civil construction, washbasins, plumbing work, water tanks	Can we use a vanity van instead of construction?	Vanity van not accepted. The successful bidder shall construct bio toilets of required size and standard.

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		and essential toiletries for male and female separately.		
7	BOQ, Item No. 6. & 6.2	Minister and VIP Lounge	Can we use a vanity van for toilets?	Vanity van not accepted. The successful bidder shall construct bio toilets of required size and standard.
8	BOQ, Item No. 7.4	Toilet and shower area - providing and setup of chemical toilets, and shower block for 250 Pax, this area will be top covered, side partition wall with 12' ht, Digging of soak pit, plumbing work, water tanker placed on 12' ht scaffold structure, and one backup arrangement of water tanker	Can we Container toilets for same?	Container toilet not accepted. The successful bidder shall construct toilets of required size and standard.
9	BOQ, Item No. 9.1	Air-conditioned aluminium structure with compressed anodized aluminium structure and fire-retardant white PVC fabric roof), inclusive of transportation,	but the Qty says 300 Sqm - Kindly clarify	The camp office size shall be read as 30mx10m. Refer Corrigendum No.2

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		erection, operation charges, dismantling and taking out the material. Size: 30Mx30M		
10	BOQ, Item No. 10.1	Partition wall of up to 12' ht to segregate the media area	Media Lounge Setup area - 30Sqm - Kindly clarify the total area	Query is not valid
11	BOQ, Item No. 20.1 & 20.2	Print Media Paln : for half page add in top local & national newspaper as per the approve media plan & Radio jingles	No of days required	Advertisement in new paper for one day and radio Jingles for seven days.
12	BOQ, Item No. 28	Chairman's Speech and Port Master Plan Release.	can we get more brief on this point?	The successful bidder shall arrange to print and distribute documents provided by NMPA related to masterplan along with photography and videography
13	BOQ, Item No. 29	Gala Dinner-Arranging Gala dinner for 100 VVIPs separately and 800 nos of dignitaries both veg and non veg. food and beverages at the venue including cost of venue and all other incidental charges.	which venue it has to hosted at?	Minimum three-star hotel at Mangalore.

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14	BOQ, Item No. 31	Stay of VIPs -Booking rooms for stay of 10 nos VVIPs and 40 nos VIPs in premium hotels in Mangalore as approved by NMPA.	How many days of stay has to calculated?	Two nights of stay has to calculated.
15	Clause No.7 page No. 10	PRE-QUALIFICATION CRITERIA:	Selection Criteria is not mentioned in the tender document Kindly Mention the tender type that the selection will be on L1 Or QCBS Basis	The lowest bidder who meets the pre-qualification criteria as per clause No. 7 and tender requirement as per relevant tender conditions will be the successful bidder.
16	–	–	Kindly Provide Exact Venue Details to make a better execution plan.	Site visit will be arranged as per convenience of the bidder.
17	Clause No. 2 page No.7	Dates of Concept presentation in respect of the Assignment (Duration 30 minutes) by the bidders, prima facie meeting the stipulated pre-qualification criteria will be informed to the bidders concerned. The presentation would	Layout plans in presentation will be developed as per the exact venue or only generic as per the event requirement.	The Concept presentation – Clause deleted. Refer Corrigendum No.1.

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		broadly include / stress on issues on which it would be evaluated.		
18	Note No.1 page No. 78	The required Civil works for making various arrangements such as ground preparation, approach roads pipelines etc. for the Hon'ble Prime Minister visit for Golden Jubilee Programme shall be carried out as directed by NMPA and the quantity executed shall be measured at site and payment shall be as per the rates in KPWD SR 2023-24 for the particular item of work	As per our previous experience the EMA only responsible for the temporary structure & services work Rest of the Civil work will be done by the state PWD Department. Kindly confirm in this event who will be responsible for these type of works	The required Civil works for making various arrangements such as ground preparation, approach roads pipelines etc. for the Hon'ble Prime Minister visit for Golden Jubilee Programme shall be carried out by the successful bidder as directed by NMPA and the quantity executed shall be measured at site and payment shall be made as per the rates in KPWD SR 2023-24 for the respective item of work
19	Clause No. 29, page No. 18	Gala Dinner- Arranging Gala dinner for 100 VVIPs separately and 800 nos of dignitaries both veg and non veg. food and beverages at the venue including	Please clarify that the venue suggestion will be given by the department for this particular Gala dinner event.	Please refer reply at Sl. No.13. Venue suggestion shall be given by the department.

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		cost of venue and all other incidental charges.		
20	Clause No.3 page No.8	EMD / Bid Security :Rs. 30,03,100/-	As per the guidelines under public procurement policy, only Micro and Small Enterprises (MSEs) are exempted from submitting the EMD. However, we request you to kindly consider extending the EMD exemption to Medium Enterprises as well, as they also significantly contribute to economic development and require similar support mechanisms. Allowing this exemption for Medium Enterprises will enable broader participation in the tender process, thereby enhancing competition and ensuring better value for the project.	The exemption from payment of EMD and tender fee shall be considered as per Govt. notifications. The bidder shall have to upload valid document in the technical bid.

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21	Clause No. 2 page No.7	A Technical Presentation may also require to be submitted and subsequently presented to the designated committee appointed by NMPA	We request that you kindly provide the parameters or evaluation criteria for the presentation. This will help bidders gain clarity on the expectations and requirements of the authority, ensuring that all bidders have an equal and fair opportunity to present their case. Defining the parameters will also foster transparency and uniformity during the evaluation process	Please Refer reply at Sl. No.17
22	Clause No.7 page No. 10	Selection Criteria	We have thoroughly reviewed the RFP document, but we are unable to find any information regarding the selection process. The criteria for selection, including the evaluation criteria, is not mentioned anywhere in the document. Kindly provide clarity on the selection process and share the evaluation criteria	Please Refer reply at Sl. No.15

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			for this RFP? Additionally, we recommend that the evaluation be based on a 70:30 weightage, with 70% allocated to the technical evaluation and 30% to the financial evaluation. This will help in giving due importance to the technical aspects of the proposal.	
23	NIT page No.4	Event Day	After reviewing the RFP, we understand that this appears to be a one-day event. Kindly confirm if this is accurate or provide clarification regarding the event's duration.	Tender Condition prevails
24	Clause No.2 page No.8	Pre-Bid Meeting and Site Visit	Considering the prestigious nature of the project, we kindly request you to arrange a pre-bid meeting at the venue, along with a site visit. This will allow us to better understand the scope and requirements, ensuring a more accurate and comprehensive proposal.	Please refer reply at Sl. No.16

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25		Generic	Tender document doesn't specify a formal scoring system for the techno -commercial proposal, as of now only prequalification criteria is mentioned. How does the Vendor Selection process work? Understanding this process will help ensure that vendors can align their proposals accordingly.	Please Refer reply at Sl. No.17
26		Generic	Given that in many parts of the cost BOQ, certain elements are unclear, allowing vendors to interpret them differently and quote accordingly, how would you ensure a fair, apples-to-apples comparison? Please clarify	The query is ambiguous. The understanding and the application of language used in tender is at risk and responsibility of the bidder. However, specific ambiguity is brought, NMPA can clarify the same.
27		Generic	The event is for how many days?	Not more than one day
28		Generic	The Cost BOQ does not indicate the number of days. Could you confirm if we are required to price as per the Quantity	Not more than one day

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			and units mentioned in the format, with the total number of days to be determined based on the final requirement after vendor selection?	
29		Generic	How many days are allocated for the setup and dismantling of the event?	Please refer clause No. 20 at page 27 of the RFP document.
30		Generic	When do you require the handover of the venue for the complete dry run? Additionally, the cost of daily rental items be charged for that / those day(s) as well.	The venue required to be handed over two days before the event date. The rate quoted by the bidder is inclusive of any rental charges.
31		Generic	How many people will be seated in the Hangar Area? Is the capacity 50,000?	Not less than 50,000 people.
32		Generic	When can we schedule a site visit for the recce, and who should we contact to gain access to the venue?	Please refer reply at Sl. No.16
33	BOQ Sl. No. 3.02	Video - Centre Led Wall, Side Wings, Watch out Servers, Riser with masking, LED / Plasma TV for stage, green rooms	Units are missing for – Plasma TV for stage, delay screens, green rooms and	Please refer reply at Sl. No.5

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		and other area as per requirement, delay screen as per requirement.	other area as per the requirement, please specify	
34	Tender Doc- Page 12- Point 2.2	100mm raised wooden platform. With Concrete. <i>Arranging Educational Tours inside the port area on 50days using port bus, taking the visitors around the port following all the statutory and safety requirements, a tour guide to explain the details about Mangalore port, various mile stones achieved and briefing about the various berths etc.</i>	Educational Tours- Please explain the educational Tours requirement and EMC role in this?	The sentences <i>“Arranging Educational Tours inside the port area on 50days using port bus, taking the visitors around the port following all the statutory and safety requirements, a tour guide to explain the details about Mangalore port, various mile stones achieved and briefing about the various berths etc”</i> shall be deleted. Please refer corrigendum No.2 Sl. No. 2.2 of the BOQ at Page No. 65 of the tender document shall prevail.

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35	Tender Doc- Page 19	Note: The required Civil works for making various arrangements such as ground preparation, approach roads pipe lines etc. for the Honble Prime Minister visit for Golden Jubilee Programme shall be carried out as directed by NMPA and the quantity executed shall be measured at site and payment shall be as per the rates in KPWD SR 2023-24 for the particular item of work.	We understand that the work will be carried out by KPWD, with payments routed through the agency. I assume sufficient time will be allotted for this process, depending on the condition of the venue. Could you please confirm?	Please refer reply at Sl. No.18
36	Tender Doc- Page 24- Point 17	The agency shall take the insurance policy for their workmen during execution of work. Any expenditure in this regard will be borne by the Agency. Copy of the appropriate insurance policy for the workers engaged by the agency	Please specify if only requested for Workmen / Manpower for EMC and not for the entire event.	Tender Conditions prevail

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		shall be submitted to NMPA before commencement of work.		
37	3 Tender Doc- Page 27-Point 20	The date of event shall be intimated to the contractor at least 10 days in advance. If the Client terminates this agreement for cancellation of event, and cancellation is informed after intimation of date of event, no payment shall be made to the agency as per BOQ. However, the expenditure incurred by the contractor shall be payable by the client at 5% (five percent) of contract price per day or part of the day, calculated from the date of intimation of event to the date of intimation of cancellation. In case if any payment made as per Clause No.19, the same	Since the setup will begin at least 10 days before the event and all the materials need to be on-site by then, the suggested cancellation terms don't seem appropriate. We request you to kindly reconsider these terms and propose that payment be made based on actual expenditure, as agreed upon through mutual discussions with the vendor	Refer Corrigendum No.2

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		shall be adjusted towards expenditure incurred by the contractor		
38	Tender Doc- Page 28- Point 21	Time is the essence of this event and in case of delay of any activity, Client reserves to terminate the contract and forfeit EMD & Performance Security, submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency. If the Client terminates this agreement for reasons other than mentioned above, the Client shall refund the Performance Security & EMD to the Agency and the Client is not liable to pay any compensation whatsoever for termination of this agreement.	There should be a valid reason for termination, and the vendor should be given an opportunity to justify their position. Based on that justification, a fair and appropriate decision should be made.	Due process of law shall be followed.

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39	BOQ 1.06	Industrial coolers / mist fans for VIP seating area	It is mentioned that Industrial coolers & Mist fans for VIP seating Area? What about the rest of the Hangar Area where all other people would be seated.	Pedestal fans shall be provided for the rest of the hanger area.
40	6 BOQ 2.02	100mm raised wooden, platform. With Concrete.	10mm raised wooden platform with Concrete- 3000 Sq Mtr- Please explain the use of it and where exactly will it be required?	3000 Sq Mtrs area for VIP seating in front of the Dias
41	7 BOQ 2.05	Stage and Vip Sitting, area to be, Airconditioned	You have requested industrial coolers and mist fans for the VIP area under the General Seating section, but under the Main Stage Area, you've also asked for the stage and VIP seating area to be air-conditioned. Could you please clarify the distinction between these two requests and how they apply to the VIP area?	Air conditioning shall be provided only for main stage, lounges and green rooms
42	BOQ 2.06	Flower decoration of stage	Exact Size or requirement not specified. Please confirm.	The bidder shall calculate as per requirement

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43	BOQ 2.12	Provision of green room with basic requirement, holding area of artist / VIP as per requirement with air-conditioning	Could you please specify the size of the holding area for the artists and VIPs?	Please refer reply at Sl. No.4
44	BOQ 3.01	Sound - line array speakers, Base, Stage Monitor, Side fill line array, Corded Mikes, Cordless Mike, Headset Mike, Foot Mike, Dynamic wired mikes of different sizes & Digital Console	In the single lien item for sound system without specific quantities for each sound equipment are mentioned. Please mention the quantities of Cordless Mics, headset Mike, foot mike etc. enable us to quote.	Audio Visual equipment shall be provided based on requirement at site of PM event
45	BOQ 7.05	Sleeping Mattress and Arrangements	Could you please provide more details regarding the sleeping mattresses and arrangements? Additionally, the required quantities are missing could you clarify how many will be needed?	Arrangements for 300pax shall be provided.
46	BOQ 8.01	Construction of exhibition area / pavilion	Could you please specify how many exhibition booths will be required?	The item No. 8.01 is deleted. The bidder may quote 0 (zero) for this item or the rate quoted for the item shall not be considered for elevation. Please refer corrigendum No.2

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47	BOQ 9.04	Providing and construction of five cabin of 3Mx3M in size, workstation with table and chairs, power points,	Could you please specify the quantities of workstations, including tables and chairs, needed for the general seating area?	Tender Conditions prevails
48	BOQ 10	<p>Media Lounge Setup</p> <p>Partition wall of up to 12' ht to segregate the media area</p> <p>PA system with speakers, mixer, console setup along with technical operator</p> <p>Conference area: stage setup of 20'x12'x1.5' ht with carpet, skirting etc, LED wall (12'x8' ht) with riser, switcher, console setup with technical operator, 50 chairs</p> <p>Common seating area cum lounge area for 50 Pax</p> <p>Providing and setup of 10 workstation with table and chairs, power points,</p>	<p>You've requested a partition wall for the Media Setup Lounge instead of a separate structure. Does this mean the lounge should be located within the main Hangar area where the event is taking place? Additionally, since this area requires seating for 50 people along with a sound system, wouldn't that disturb the main event? Could you please clarify and share a layout, if one has been prepared, to provide better understanding of the setup?</p>	The bidder shall require to assess and plan as per requirement and shall submit for approval of NMPA.

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		lockable almirah, sofa chairs for general seating area 10 Laptop, 5 printer (A4 size B/W) for workstation		
49	BOQ 11.05	Food Packets for Crowd – 50,000 Pax	Could you please specify the expected items to be included in the food packets for the crowd? This information is necessary for more accurate costing and should be communicated to others as well to ensure an apples-to-apples comparison.	Pulav with pineapple pudding / sheera with 250 ml water bottle.
50	BOQ 14.05	Genset - Providing, testing and commissioning of soundproof gensets on hire basis per day per shift of 12 Hrs including fuel, freight charges, technical manpower for smooth operations and including the following: Genset for testing and commissioning of AC, Sound, light and video and other related	Is the total power requirement 4000 KW? Additionally, you've mentioned that the cost for setup and dismantling days should be included. Could you please confirm the total number of days for which these costs need to be considered?	Power requirement is 4000KW for the event and all incidental expenses and activities should be looked into by the successful bidder.

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		equipment - Genset for setup & dismantle days		
51	BOQ 18.01	CCTV cameras with wiring - in entire event area including periphery, surrounding areas, Installation and operation during entire two month. At the end of the period complete recording of all the days to be submitted in hard disk.	Could you please specify the quantity of CCTV cameras required? Additionally, it's mentioned that installation and operations will be for two months. Could you elaborate on this or confirm the duration?	The activities in the area of event and its accesses have to be covered by the CCTV. Recording shall be made from the day of handing over the site to the contract till it's taking over by NMPA.
52	BOQ 19.01	Comprising of video camera Setups with live projection in all area and still photographers. Softcopy of photo shoot and video recording to be handed over on daily basis /as and when required basis, including photo Album/s, DVD's and teasers (short clippings of 3 to 5 minutes duration for the event as per the requirements of department). - Adequate lenses & required lighting	Could you please specify the number of video cameras and photographers required? Additionally, could you confirm if "live projection" refers to a live telecast?	Necessary videographers and still photographers shall be provided to cover PM event of national importance.

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		<p>arrangements with professional photographer and videographers will be deployed one day before of the event.</p> <ul style="list-style-type: none"> - Drome camera is also required on daily bases for recording and live streaming. - HD Video mixer, HD video recorder will be required for live streaming of the event. - Provision to Live Streaming on different platform like you tube, Facebook, minister's website. 		
53	BOQ 19.02	Providing and setup of two-way video conference camera units along with technical manpower from other two locations to main event venue	Could you please specify the two additional locations where two-way conferencing will take place in coordination with the main venue?	The item No. 19.02 is deleted. The bidder may quote 0 (zero) for this item or the rate quoted for the item shall not be considered for elevation. Please refer corrigendum No.2

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54	BOQ 20.01	Print Media Plan: for half page add in top local & national newspaper as per the approve media plan.	Please suggest the media plan, or should we only provide the cost for a single half-page ad for one day in a top local newspaper?	Please refer reply at Sl. No.11
55	BOQ 20.02	Radio jingles	Could you please confirm if we are required to provide the cost for creating the radio jingle, or should we only include the cost for broadcasting the jingle on a radio channel for a 10-second slot?	Please refer reply at Sl. No.11
56	BOQ 22.01	Providing / hiring of Innova, six-seater SUV vehicle (120 Km and 12 hrs of shift per day basis x 3 Days) – 25 Car	Could you please confirm if the quantity of 25 includes the requirement for all three days?	Tender condition prevails
57	BOQ 22.02	Providing / hiring of Sedan, four-seater SUV vehicle (120 Km and 12 hrs of shift per day basis x 3 Days) – 50 Car	Could you confirm if the quantity of 50 includes the total requirement for all three days?	The estimated quantity is provided in the BOQ. However, the payment shall be made as per actual deployment.
58	BOQ 24.01	Parking Management	Could you please specify how many cars and coaches are expected for parking?	Approximately 250 cars of VIPs

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59	BOQ 24.02	Setup of Distribution counter with table, chairs, waterproof tent structure, carpet, fans, barricades and deployment of sufficient manpower for distribution and crowd management 20 Nos	There are multiple items listed under this category, but the quantity is mentioned as 20. Could you clarify what the quantity of 20 refers to? Additionally, could you specify what will be distributed from these counters?	20 independent distribution counters spread across the area of hanger for distribution of refreshments.
60	BOQ 25	Exhibition Setup- Providing necessary arrangements and setting up facilities for exhibition in the hall adjacent to the venue of Gala dinner, providing furnitures with cloth for displaying various items, additional lighting arrangements all other essential facilities etc. – 1.00 LS	Could you please elaborate on the Exhibition Setup requirements? The details are not clear, including how many booths are needed. It's also mentioned that certain facilities are required—could you specify what those facilities are? Additionally, what kind of furniture and in what quantities are necessary? For the items mentioned, will they be provided by you, or are they expected to be supplied by the Event Management Company (EMC)? If the EMC is responsible, what exactly are those	The cost estimate should include booking the space and setting up the required arrangements for display, LED screen of size 12ft x 8ft with good quality sound system, mikes. This would be a walking gallery type of exhibition. The content (soft copies) would be supplied by the port and the items to setup the exhibition would be supplied by the EMC. EMC may use their

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
			items? Lastly, could you clarify what other essential facilities and their respective quantities are needed?	experience for planning the exhibition.
61	7 BOQ 26	Cultural Performances- Arranging cultural programme at the Gala dinner venue which shall include dance performance, skit, local art forms such as yakshagana, tiger dance etc. – 1.00 Ls	Could you please specify the duration of the cultural program and how many artists you are looking to include? This information will help in providing a better understanding of the costs involved	The performance items included in the BOQ shall be spread over 4 hours duration. Requirement of artists shall be decided in consultation with the troupes.
62	BOQ 27	Oral History Interviews - Interviewing the people concerned and involved in Port development, visiting the designated place, arranging videography, photography, taking interviews and telecasting them on local TV channels and on social media – 1.00 LS	Could you please confirm the designated locations or cities for the telecast? Additionally, how many local channels should the telecast be broadcast on, for how many days, in how many slots, and for what duration per slot? The cost will vary depending on these details	As per the media plan approved by PMO. For the works linked with PMO approval, the execution should be with EMC and payment should be on actuals.
63	BOQ 28	Chairman's Speech and Port Master Plan Release	Could you clarify the specific expectations from the Event Management Company	Please Refer reply at Sl. No.12

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
			(EMC) for this scope of work? Understanding your expectations will help ensure that all aspects of the project are properly addressed.	
64	BOQ 29	Gala Dinner - Arranging Gala dinner for 100 VVIPs separately and 800 nos of dignitaries both veg and non veg. food and beverages at the venue including cost of venue and all other incidental charges.	Could you please elaborate on the requirements for incidental charges? What specific expenses should be included under this category? For the cost of the venue, could you clarify whether a 5-star hotel is required, or what type of property is preferred? Additionally, What is the size of the venue required and for how many days will the venue be needed? I understand that the cultural programme is also planned so what about the cost of Stage, AV, decor etc.	Please refer reply at Sl. No.19.
65	BOQ 30	Transportation arrangements for public by engaging 200 Nos of buses for	Could you please specify how many buses are required and the seating capacity for	200 Nos of buses not less than 40 seater for 12 hours or 120Kms.

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		transporting people from the locality to the programme venue on the day of the function.	each? Additionally, what should be the duration for the coaches—are you expecting 12 hours or 120 kilometers of service? What is the locality for pickup and drop off? Will the service be one-way from the locality to the event venue, or should it include the return journey back to the locality as well?	
66	BOQ 31	Stay of VIPs -Booking rooms	Could you confirm if all accommodations will be on a single occupancy basis? Additionally, how many nights will the stay be required, and should the accommodations be in a 5-star property?	Stay shall be arranged at Minimum three-star hotel at Mangalore for two nights.
67	20. Obligations of New Mangalore Port	Sl. No Intimation of cancellation number of Days before the date of event Expenditure to be paid by the client 9 days before 5% of the contract price 8 days before 10% of the contract price	It is submitted that in prestigious events of this size and stature, most of infra and equipment's are placed around 3-4 days, Testing /dry run happens from 2 days prior to the main event day so it requested to	Please refer Corrigendum No.2

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
	Authority (Client) Page No. 27	7 days before 15% of the contract price 6 days before 20% of the contract price 5 days before 25% of the contract price 4 days before 30% of the contract price 3 days before 35% of the contract price 2 days before 40% of the contract price 1 days before 45% of the contract price	consider any of the following option for cancellation clause: - Payment as per actual construction/ arrival of materials on site with supported documents/verification from the nodal officer/s of organizing committee. As per previous work experience for NMPA the cancellation clause is as under: <ul style="list-style-type: none"> • Upto 10 days before the event: 15% • Upto 5 days before the event: 30% • Upto 3 days before the event: 50% • Upto 1 days before the event: 80% 	
68	20. Obligations	Postponed of the event Intimation of extension for number of Days before date of event and Number of days postponed - Additional rent to be paid	As above	Please refer Corrigendum No.2

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		<p>Informed 4 days before for 5 days extension – no additional rent shall be paid</p> <p>Informed 3 days before for 6 days of extension - 25% of the contract price</p> <ul style="list-style-type: none"> - 3 days before for 5 days 25% of the contract price - 3 days before for 4 days 20% of the contract price - 3 days before for 3 days 15% of the contract price - 3 days before for 2 days 10% of the contract price - 3 days before for 1 days 5% of the contract price 		
69	Form 19 Bill of quantities	Food Packets for Crowd 50000.00 Pax	Infrastructure (such as Hanger/ Pagoda) missing for Food Distribution.	Please refer BOQ item No. 24.02 for distribution counters.

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
	Page No. 71			
70	Form 19 of Bill of quantities Page No. 78	Transportation arrangements for public by engaging 200 Nos of buses for transporting people from the locality to the Programme venue on the day of the function	Request for either location or distance of Pickup and Drop in Transportation arrangements	Please refer reply at Sl. No.65
71	-	-	Kindly provide the location / Layout of Event	Please refer reply at Sl. No.16.
72	RFP 2 point no 5 & 7b	Form 5 & PRE-QUALIFICATION CRITERIA: (MINIMUM ELIGIBILITY CRITERIA)	Kindly accept the provisional certificate for FY 2023-24.	Tender Conditions prevails
73	RFP 9	Bid Process: Selection Process	Kindly provide the clarity of the Selection process.	Please refer reply at Sl. No.15.
74	BOQ 25	Exhibition Setup- Providing necessary arrangements and setting up facilities for exhibition in the hall adjacent to the venue of Gala dinner, providing furniture	Kindly provide necessary requirements for element to be executed on site like furniture setup/ lighting/cloth wall /stall other than BOQ Point no 8	Please refer reply at Sl. No.60

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		with cloth for displaying various items, additional lighting arrangements all other essential facilities etc. 1.00 LS		
75	BOQ 26	Cultural Performances- Arranging cultural programme at the Gala dinner venue which Shall include dance performance, skit, local art forms such as yakshagana, tiger dance etc. – 1.00 LS	LS Rates of dance performance, skit, local art forms such as yakshagana, tiger dance etc. only required kindly provide clarity.	Please refer reply at Sl. No.61
76	BOQ 28	Chairman's Speech and Port Master Plan Release	Kindly provide clarity of scope of work/requirement.	Please Refer reply at Sl. No.12
77	Page 8 Clause 2 Subpoint 22 Form 19 - Bill of quantities	Form 19 - Bill of quantities (All the documents as mentioned here-in-before shall have to be uploaded failing which the related offer will be liable to be rejected.)	Could you please clarify whether we need to attach Form 19 (Financial Estimate against BOQ) in the Technical Bid?	The Price bid shall be submitted in online price bid only in prescribed excel format made available along with the tender

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
78	Page 8, Clause 3	The intending bidders should submit Earnest Money Deposit: Rs. 3003100/- (Rupees Thirty Lakh Three Thousand One Hundred Only). The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee as per Form 16 or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority.	As per the Government of India guidelines, MSME's are exempted from paying EMD. So, we humbly request you to consider the same for MSME's and grant us exemption from paying EMD.	Please Refer reply at Sl. No20
79	Page 72, Clause 12.7	Gates: for general entry / exit and at prominent location with ms frame box and flex print mounting on it.	Could you please clarify the exact locations for: 1. Gate installations 2. Prominent entry/exit points	Please refer reply at Sl. No.16.
80	General Query		Could you clarify what "platform on concrete" means? Also, please share the location. Additionally, We noticed that the	Please refer reply at Sl. No.3, 16, 18, 34, 13, 12

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
			<p>educational tour is mentioned, but it isn't included in the financial bid Excel. Could you explain that?</p> <p>Could you please provide the location of the gala dinner?</p> <p>Could you let me know the location for setting up the exhibition?</p> <p>Could you provide details about the chairman's speech and the release of the port master plan?</p> <p>Could you provide the location details for the venue where the event will be held?</p>	
81	General Query		what is the evaluation criteria?	Please refer reply at Sl. No.15.
82	General Query		do we need to prepare presentation and will it be evaluated on design and concept?	Please refer reply at Sl. No.17
83	General Query		Are MSME registered agencies exempted from paying EMD and Tender fee?	Please refer reply at Sl. No.20

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
84	General Query		Possible to extend the date of submission?	The due date shall be extended for 14 days from the date of uploading reply to pre-bid queries.
85	General Query		Please confirm the convenient date and site location for the visit.	Please refer reply at Sl. No.16
86	17 of 78,	20 PR and Branding Print Media Plan : for half page add in top local & national newspaper as per the approve media plan.	Pls confirm below points: 1) Is any preferred publication for local and national? 2) Any specific number?	Please refer reply at Sl. No.62
87	17 of 78	Radio jingles	Kindly confirm below points:- 1) What will be the primary language of the jingle? 2) Will it be required in multiple languages? If yes how many? 3) Do we need to connect with radio channels and run the campaign or will it be done at your end? 4) Duration of the jingle?	Please refer reply at Sl. No.62

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
88	General Query		Since event is happening at PORT so we would like to do a recce at earliest to do an event designing. Therefore, requesting you to please allow to visit at your site as soon as possible.	Please refer reply at Sl. No.16
89			Please confirm selection criteria for both technical and financial.	Please refer reply at Sl. No.15.
90	Page No. 11 of 78	Average Financial turnover of the tenderer over the last three financial years 2021-22, 2022-23 and 2023-24 shall be at least Rs.12.73 Crores	Financial year 2023-24 is not yet audited so can we turnover of the last three years i.e. fy. 2022-23, 2021-22, 2020-21.	Tender Condition Prevails.
91	Page no. 10 of 78	The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following for Govt. of India	Any one RO's out of 7 years need to meet single order value. Pls confirm	Tender Condition Prevails.

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		<p>or any State Govt. or any PSUs or any reputed industries / organizations</p> <p>At least Three similar completed works costing not less than the amount equal to Rs. 5.09 Crores each (excluding GST)</p> <p>Or</p> <p>At least Two similar completed works costing not less than the amount equal to Rs. 6.37 Crores each (excluding GST)</p> <p>Or</p> <p>At least One similar completed works costing not less than the amount equal to Rs. 10.18 Crores (excluding GST)</p>		
	General query		Venue- What is the venue for the event? Is it possible that we can get any layout or map for the same.	Please refer reply at Sl. No.16
92	General query	QCBS tender- Current tender is L1 based, which means agencies quoting	We request you to please make the tender QCBS- 70:30, where 70% marks are for the	Please refer reply at Sl. No.15.

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		lowest financial quote would be awarded the Project,	technical and 30% marks are for the Financial Quote.	
93	Clause.2.2- Page 12 of Bid document and Sr. no. 2.02 of BOQ ,	100mm raised wooden platform. With Concrete. Arranging Educational Tours inside the port area on 50days using port bus, taking the visitors around the port following all the statutory and safety requirements, a tour guide to explain the details about Mangalore port, various mile stones achieved and briefing about the various berths etc.	Please specify the exact work which has to be done in this clause, also the same is not mentioned in the BOQ,.	Please refer reply at Sl. No.34
94	Sr.9, BOQ-	Camp office (For NMPA officers, visiting officer etc) and Media lounge, Air-conditioned aluminium structure with compressed anodized aluminium structure and fire retardant white PVC fabric roof), inclusive of transportation, erection, operation charges, dismantling	Please clarify whether the area is 300 Sqmtre or 900 sqmtr, 30m*30m i.e., 900Sqmtr area has been defined in the element list but in quantity its mentioning 300 sqmtr.	Please refer reply at Sl. No.9

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		and taking out the material. Size: 30Mx30M		
95	Sr. 20 PR & Branding-	Print Media Paln : for half page add in top local & national newspaper as per the approve media plan-	Please provide the media plan no. of Ads, No. of Days, No. of Newspapers, so that we can quote accordingly.	Please refer reply at Sl. No.11
96	Sr.20.2, BOQ-	Radio jingles-	Please specify the duration, number of slots, no. of channels and no. of days.	Please refer reply at Sl. No.11
97	Sr. 21, BOQ-	Mementos 5 for VIP and 50 for Dignitaries-	Please specify the budget for the both	The item No. 21 is deleted. The bidder may quote 0 (zero) for this item. The rate quoted for the item shall not be considered for elevation. The successful bidder shall purchase and distribute the mementoes selected by the bidders. The cost of mementos shall be reimbursed as per actuals.
98	Sr. 26, BOQ-	Cultural Performances- Arranging cultural programme at the Gala dinner	Please clarify who will be arranging the artist for the cultural Performances, and if	Please refer reply at Sl. No.61

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
		venue which Shall include dance performance, skit, local art forms such as yakshagana, tiger dance etc.	agency has to provide then are there any specified artists	
99	Sr. 7.05 of BOQ-	Sleeping Mattress and Arrangements- The charges for this element have already been asked in Sr.7.03,	please clarify what is new has been asked in this element.	Please refer reply at Sl. No.45
100	Sr. 18.01 of BOQ-	CCTV cameras with wiring - in entire event area including periphery, surrounding areas, Installation and operation during entire two month. At the end of the period complete recording of all the days to be submitted in hard disk -	It seems that 2 months is a typo error, please specify whether it is for 2 days or 2 months	Please refer reply at Sl. No.51
101	Sr. 28 - BOQ-	Chairman's Speech and Port Master Plan Release,	Please specify what all activity has to be done in this element.	Please Refer reply at Sl. No.12
102	Sr. 31 BOQ-	Booking rooms for stay of 10 nos VVIPs and 40 nos VIPs in premium hotels in Mangalore as approved by NMPA-	Please specify the number of days for which the hotel booking is required.	Please Refer reply at Sl. No.14

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Sl. No.	Page and Clause No.	Tender Specification Requirement	Queries	Clarification from NMP
103	NIT	Extension of last date of bid submission-	Since the event is in January 2025 and lots of queries are still to be clarified, we request you to please extend the last date of bid submission by 25 working days	Please Refer reply at Sl. No.84
104	Sr. 1.1 BOQ-	Hangar Area- 32000sqmtr,	If the area is near sea, to handle the wind pressure nailing of hangar base plate would be required to be done.	The site visit shall be arranged as per convenient of the bidder. The bidder has to design as per site condition.
105	General	Venue	Team would be visiting the port for the venue recce, request you to please confirm the date and time on which our team can come for the venue recce, We would request if we can be informed at least 36 hours before recce confirmation as we would be travelling from New Delhi and there is only 1 flight from New Delhi which flies at 5.30 pm	Please Refer reply at Sl. No.16

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NEW MANGALORE PORT AUTHORITY**CIVIL ENGINEERING DEPARTMENT****CORRIGENDUM – No. 2**

Tender for the work of “Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port”

NIT No: CIVIL/CE(C)/ EE(C)/38/2024-25

TENDER ID : 2024_NMPT_826541_1

New Mangalore Port Authority by way of this **Corrigendum – 1** is making the following corrections to the tender document issued for the subject work.

SI No	Reference Clause	Amended clause / Attachment
1.	The Clause No. 9.1 at page No. 14 & Item No 9.1, page No. 69 of the RFP document : Air-conditioned aluminium structure with compressed anodized aluminium structure and fire-retardant white PVC fabric roof), inclusive of transportation, erection, operation charges, dismantling and taking out the material. Size: 30Mx30M – 300.00 Sqm	The clause and item description is corrected as follows:- Air-conditioned aluminium structure with compressed anodized aluminium structure and fire-retardant white PVC fabric roof), inclusive of transportation, erection, operation charges, dismantling and taking out the material. Size: 30Mx10M – 300.00 Sqm
2.	The Clause No. 2.2 at page No. 12 of the RFP document. 100mm raised wooden platform. With Concrete. Arranging Educational Tours inside the port area on 50days using port bus, taking the visitors around the port following all the statutory and safety requirements, a tour guide to explain the details about Mangalore port, various mile stones achieved and briefing about	The clause is replaced as follows:- 100mm raised wooden platform, with Concrete

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	<p>the various berths etc.</p>	
<p>3.</p>	<p>The Clause No. 20 at page No. 27 of the RFP document, Payment Terms - Payment schedule</p> <ul style="list-style-type: none"> • The quantities given in the BOQ are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of service ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item. No claim whatsoever for extra payment due to variation of quantities would be entertained • In consideration of the Services performed by the Agency under this Contract, the Port shall make to the Agency eligible payments as per agreed rate in the bill of quantity. Payment shall be made to the Bank directly as per the details provided by the consultant. (Given in Form-14 E-Payment). • Stage Payment for service provided <ul style="list-style-type: none"> a. 30% payment at arrival of material at site, such as 	<p>The Clause No. 20 at page No. 27 of the RFP document is corrected as follows, Payment Terms - Payment schedule</p> <ul style="list-style-type: none"> • The quantities given in the BOQ are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer reserves the right to delete any item and / or increase / reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of service ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item. No claim whatsoever for extra payment due to variation of quantities would be entertained • In consideration of the Services performed by the Agency under this Contract, the Port shall make to the Agency eligible payments as per agreed rate in the bill of quantity. Payment shall be made to the Bank directly as per the details provided by the consultant. (Given in Form-14 E-Payment). • Advance payment maximum up to 30% of the contract price payable to the successful bidder, after intimation of the notified

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	<p>Germen hangers, platforms seating arrangements, materials required for erection of lounges,</p> <p>b. 30% payment after completion of erection.</p> <p>c. 25% after completion of event</p> <p>d. 15% after finalization of join measurements etc.</p> <ul style="list-style-type: none"> • Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission • The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc. • Any additional expenses as approved by NMPA would also be released, within 30 days of the completion of the event. • The Invoices shall be submitted inclusive of GST, with break-up of bill and GST 	<p>date of event, subject to execution of Bank Guarantee as per Form 22, for equal amount of advance. In case cancellation or postponement of the event the contractor has to refund the advance, failing which the BG shall be encashed by the Authority.</p> <ul style="list-style-type: none"> • Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission • The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc. • Any additional expenses as approved by NMPA would also be released, within 30 days of the completion of the event. <p>The Invoices shall be submitted inclusive of GST, with break-up of bill and GST</p>
4.	<p>The Clause No. 20 at page No. 27 of the RFP document, The NMPA will approach Local Authorities for clearances. The agency shall require to render assistance to Client on all statutory clearances as required for the assignment from time to time. The date of event shall be intimated to the contractor at least 10 days in advance. If the Client terminates this agreement for cancellation of event, and cancellation is informed after intimation of date of event, no payment shall be made to the agency as per BOQ. However, the expenditure incurred by the contractor shall</p>	<p>The Clause No. 20 at page No. 27 is deleted and replaced as follows:-</p> <p>The agency shall require to render assistance to Client on all statutory clearances as required for the assignment from time to time. The date of event shall be intimated to the contractor at least 10 days in advance. If the Client terminates this agreement for cancellation of event, no compensation on any account shall be payable by New Mangalore Port Authority (NMPA). However, the authority advice to the bidders to take appropriate insurance policy</p>

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be payable by the client at 5% (five percent) of contract price per day or part of the day, calculated from the date of intimation of event to the date of intimation of cancellation. In case if any payment made as per Clause No.19, the same shall be adjusted towards expenditure incurred by the contractor.

Illustration

Sl. No	Intimation of cancellation number of Days before the date of event	Expenditure to be paid by the client
1	9 days before	5% of the contract price
2	8 days before	10% of the contract price
3	7 days before	15% of the contract price
4	6 days before	20% of the contract price
5	5 days before	25% of the contract price
6	4 days before	30% of the contract price
7	3 days before	35% of the contract price
8	2 days before	40% of the contract price
9	1 days before	45% of the contract price

If the event is postponed and the same is informed within three days before the original scheduled date, an additional rent at 5% of the contract price per day or part of the day subject to maximum up to 25% of the contract price for days of postpone calculated from original scheduled date to the date of postpone, shall be paid by the client.

Sl. No	Intimation of extension number of Days before date of event	Number of days postponed	Additional rent to be paid
1	4 days before	5 days	Nil
2	3 days before	6 days	25% of the contract price
3	3 days before	5 days	25% of the contract

towards risk of cancellation or postpone of the event and for any force majeure.

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				price	
	4	3 days before	4 days	20% of the contract price	
	5	3 days before	3 days	15% of the contract price	
	6	3 days before	2 days	10% of the contract price	
	7	3 days before	1 days	5% of the contract price	
5.	<p>The clause No. 8.1, page No. 14, Item No. 8.01, page No.69 & Item No. 8.01 of price schedule (excel file)</p> <p>Construction of exhibition area / pavilion area using 100mm raised wooden platform with singly ply with non woven carpeting for an area of 300 sqm, pre-fabricated panel / customized structure with branding, display counter / racks, branding display panels, reception table, chairs, lighting on panels etc - as per design & concept will be finalised. – 1.00 Job</p>				The clauses & items are deleted
6.	<p>Item No. 19.02 of price schedule (excel file).</p> <p>Providing and setup of two-way video conference camera units along with technical manpower from other two locations to main event venue – 1.00 Job</p>				The item is deleted
7.	<p>The clause No. 21, 21.1 & 21.2, page No. 17, Item No. 21, 21.1 & 21.2, page No.76 & Item No. 21, 21.01 & 21.02 of price schedule (excel file)</p> <p>21. Mementoes</p> <p>21.1 for VVIP – 5.00 Nos</p> <p>21.2 for dignitaries – 50.00 Nos</p>				The clauses & items are deleted

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8.	Nil	<p>The clause No. 24 as mentioned below is incorporated after clause No. 23 at Page No. 29.</p> <p>24. Port Entry Permission</p> <p>The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his Materials, labors and the staffs engaged in the works. The Contractor has to get the vehicles and labour RFID based passes for entry inside the wharf area by paying applicable deposit cost toward RFID card. The deposit cost of the RFID card as on date is Rs. 150/- , which is refundable after physical verification of the card if is in usable condition. RFID card are reusable. The contractor shall abide by the Rules of the New Mangalore Port Authority with regard to entry. The Contractor should furnish a list of persons for whom the passes are to be issued and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer in charge. The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use</p>
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Traffic Manager

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Secretary

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Dy. Conservator

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CME.

Form No.22

Form of Guarantee for Advance Payment

.....
.....
.....

WHEREAS:

- (A) (insert name and address of the contractor) (hereinafter called the “**Contractor**” has executed an agreement (hereinafter called the “**Agreement**”) with the (insert name and address of the project authority), (hereinafter called the “**Authority**”) for the “**Providing Event Management Services for Hon'ble Prime Minister Visit to NMPA on the occasion of Golden Jubilee Celebration to commemorate the 50th Anniversary of New Mangalore Port**”, subject to and in accordance with the provisions of the Agreement
- (B) In accordance with Clause 19 of the Agreement (amended as per Sl. No. 3 of the corrigendum No.2), the Authority shall make to the Contractor (herein after called “**Advance Payment**”) maximum up to 30% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in one instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for equal of such instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second/third} instalment of the Advance Payment is Rs.cr. (Rupees crore) and the amount of this Guarantee is Rs.....cr. (Rupees.....crore) (the “**Guarantee Amount**”)
- (C) We,through our branch at..... (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the Guarantee Amount. Guarantee Amount should be equivalent to the value of the applicable instalment.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregatesum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of a Chief Engineer of the Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or anydispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by thedischarge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principaldebtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption withany other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against theContractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or

forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on *Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

*a date being 90 (ninety) days after the end of one year from the date of payment

of the Advance payment to the Contractor (in accordance with Clause 19 of the Agreement).

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED For

and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number)(Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.