

**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
EXECUTIVE ENGINEER (C)**

**NIT No. CIVIL/CE(C)/EE(C)/84/2024-25  
TENDER ID :2025\_NMPT\_856553\_1**

Tender for

“HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE)  
EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE  
DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

**THROUGH E-TENDERING MODE**

Tender Amount	:	Rs. 78,00,000/-
E.M.D.	:	Rs. 1,84,100/-
Tender Fee	:	Rs. 1,120/- (Including <a href="#">GST @ 12%</a> )

NAME OF WORK: Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority.

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**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT**

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**TENDER ID :2025\_NMPT\_856553\_1**

**1. NOTICE INVITING TENDER**

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/appof> CPP portal from the Contractor fulfilling the following Minimum Eligibility Criteria in two cover bidding procedure for the work of "Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority."

Minimum Eligibility Criteria:

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

At least Three similar completed works costing not less than the amount equal to Rs. 15.60 lakhs each (excluding GST)

or

At least Two similar completed works costing not less than the amount equal to Rs. 19.50 lakhs each (excluding GST)

or

At least One similar completed works costing not less than the amount equal to Rs. 31.20 lakhs (excluding GST)

Note1:\*Similar work(s) means Supply of Manpower for office job for Government / Private organization. Experience in supply of security guards and housekeeping / conservancy workers shall not be considered as similar works.

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

Note 3: Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

- b) Average Financial turnover of the tenderer over the last three financial years 2021-22, 2022-23 and 2023-24 shall be at least Rs.11.70 lakhs

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required

for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. The financial capacity to be 3.33 times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the annexure-6.

In case the average turnover is Rs. 3.00 crores, the financial capacity of the contractor will be considered as (3x3.333) Rs.10.00crores.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover

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

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs. 78,00,000/-
ii)	Earnest Money Deposit (EMD)	Rs. 1,84,100/- (Rupees One Lakh EightyFour Thousand One Hundred Only.) EMD shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration certificate or any other body specified by Ministry of MSME, will be considered.
iii)	Cost of Tender (Tender fee)	Rs. 1,120/- (Rupees One Thousand One Hundred Twenty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or

		Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration certificate or any other body specified by Ministry of MSME, will be considered.
iv)	Document download start date and time	14-04-2025 at 15.00 HRS
v)	Seek clarification start date and time	16-04-2025 at 15.00 HRS
vi)	Seek clarification end date and time	21-04-2025 at 15.00 HRS
vii)	Bid submission start date and time	28-04-2025 at 10.00 HRS
viii)	Bid submission closing date and time	05-05-2025 at 15.00 HRS
ix)	Date & time of opening of Cover - I : Technical Part - II : Financial	06-05-2025 at 15.30 HRS Shall be communicated separately.
x)	Completion period	1 (One ) Year The same may be extended for a further period of one more year, as per mutually agreed Terms and Conditions under the same rates.
xi)	Validity of Tender	90 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 1120/- (Rupees One Thousand One Hundred Twenty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.

2. Bank A/C No. 10205649448

3. IFSC Code: SBIN0002249

4. MICR Code: 575002011

Contact Nos. 0824-2887306 and 0824-2407149

Email id: [bhagyalaxmi.b@nmpt.gov.in](mailto:bhagyalaxmi.b@nmpt.gov.in) / [shashidhar.koppad@nmpt.gov.in](mailto:shashidhar.koppad@nmpt.gov.in) / [chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in)

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

Executive Engineer (Civil)

## **2. INSTRUCTIONS TO TENDERERS**

### **A. INSTRUCTION TO E-TENDERING**

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

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

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

(MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, will be considered. Necessary document for having registered with similar category should be submitted along with Technical Bid.

10. The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
11. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
12. 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.
13. 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.
14. 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.
15. 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.
16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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).
23. Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily. The benefit of Exemption of EMD and Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration certificate or any other body specified by Ministry of MSME, will be considered. Necessary document for having registered should be submitted along with Technical Bid.
24. The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
25. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

## **2. Cover – I Details (Technical)**

The following documents shall be uploaded online only.

1. Form of tender declaring the offer to be unconditional, confirming its validity for



90 days and a list of all the documents submitted. As per Annexure I

2. Scanned copy of NEFT Payment details for cost of tender (tender fee)/ documentary evidence for exemption of Tender fee.
3. Scanned copy documentary evidence for exemption of EMD.
4. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
5. Details of experience and past performance of the Tenderer of works of Civil/ Conservancy within the past 7 years and details of current works in hand and other contractual commitments in the prescribed Forms respectively.
6. The qualifications and experience of key personnel in the prescribed forms.
7. Reports on the financial standing of the tenderer including profit and loss statements, balance sheets and auditor's report for the past three years and an authority from the tenderer to seek references from the tenderers bankers. The financial turnover in the last three years should be indicated in the prescribed form.
8. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form.**
9. Tenderer should submit copy of Permanent Account Number (PAN), ESI, PF, TAN and GST Registration certificate.
10. Information regarding any current litigation in which the tenderer is involved.
11. The tenderer has to meet all the minimum eligibility criteria. Relevant information supported by documentary evidence regarding fulfillment of the minimum eligibility criteria as stipulated in Notice Inviting Tender should be submitted along with the tender  
Experience of the tenderer / contractor for completed works in private organization as stipulated in Eligibility Criteria shall be considered only if the Tax Deduction Certificate with respect to referred work is issued by Competent Authority is enclosed by the tenderer for the respective works along with the offer.
12. Power of attorney for the signatory for the tender and carrying out the works when awarded. However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

### **3. Cover – II Detail (Finance)**

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

Bidders are allowed to enter the Bidder Name and Values only.

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

Note:

- i. The cost put to tender is the Minimum Consolidated Salary payable by the contractor. If a firm quotes less than or equal to cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. All entries in the tender should be entered in online without any ambiguity.
- ii. In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.

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

#### **4. Opening of bids**

- A. Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them. The date and time of opening of price bid shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid of such eligible bidders shall be opened on the specified date and time.

#### **5. Evaluation process**

A proposal shall be considered responsive if –

- b. It is received by the proposed Due Date and Time.
- c. It is properly signed.
- d. It contains the information and documents as required in the Tender Document.
- e. It contains information in formats specified in the Tender Document.
- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.
- i. The Technical qualification conforms to as specified in the qualification criteria.
- j. A Tender that is substantially responsive is one that conforms to the preceding

requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

- k. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- l. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- m. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Price Bid of such tenderers only will be opened.
- n. The date and time will be intimated to tenderers whose offers are found suitable and price bid of such tenderers will be opened on the specified date and time
- o. The cost of stamping Agreement must be borne by the successful Tenderer
- p. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
- q. If a firm quotes NIL charges /NIL Consideration, the bid shall be treated as unresponsive and will not be considered.

#### **B. INSTRUCTIONS TO TENDERERS (GENERAL)**

1. E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the contractors fulfilling the following Minimum Eligibility Criteria in two cover bidding procedure for the work of "Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority.
2. Tender document can be downloaded from NMPA website <http://www.newmangaloreport.gov.in>, [www.tender.gov.in](http://www.tender.gov.in) & <https://www.eprocure.gov.in/eprocure/app> The cost of tender documents 1120/- (Non-refundable) to paid by NEFT. The details of payment shall be attached to the e-tender
3. The Tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour,

quarry materials, equipment, means of transport, communication facilities, entry restrictions to the Port being a custom bound secured area, laws and bylaws of Govt. of Karnataka or Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.

4. The Tenderers shall bear all the costs of visiting the site, collecting the information and cost for preparing and submitting the tender.
5. The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or 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. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.
6. The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
7. The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, the surface conditions, the hydrological and climatic conditions, means of access to the site, the existing roads and other means of communication, required pollution control measures in the marine areas, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Failure to comply with the requirements of the tender documents will be on tenderers own risks. Tenders who are not substantially responsive to the requirement of the tender documents are liable to be rejected.
8. Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any tenderer in connection with submission of tender. A prospective tenderer requiring any clarifications on the Tender documents may request in writing for the same from Executive Engineer (Civil), New Mangalore Port Authority, Administration Building, Panambur, Mangalore – 575 010. The response

/clarifications (without identifying the source of Enquiry) will be sent to all prospective Tenderers who have received the Tender documents. These shall form part of Tender documents.

9. No tender shall be considered which is not accompanied by an Earnest Money Deposit of 184100/-(Rupees One Lakh EightyFour Thousand One Hundred Only) documentary evidence for exemption of EMD. In the event of tenderer withdrawing his tender before the expiry of 90 days from the last date of submission of tender, the tender shall be cancelled and the amount payable by an Earnest Money Deposit shall become forthwith payable to Employer and decision of the Employer shall be final in that behalf. The earnest Money Deposit of unsuccessful tenderer will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of tender validity prescribed by the employer, on award of contract to the successful bidder.

- 9.1 Tender must be accompanied by Earnest Money Deposit of Rs. 184100/- (Rupees One Lakh EightyFour Thousand One Hundred Only) by NEFT.

NMPA Bank Details.

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

Contact Nos. 0824-2887306 and 0824-2407149

Email id: [praveenkumar.kn@nmpt.gov.in](mailto:praveenkumar.kn@nmpt.gov.in) / chiefengineer@nmpt.gov.in

The benefit of Exemption of EMD and Tender Fees to all Microand small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam registration certificate or any other body specified by Ministry of MSME, will be considered.

- 9.2 The bidders who avail exemption from payment of EMD, shall submit "Bid Security Declaration" in the prescribed form as per Annexure 14, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document.
- 9.3 E.M.D. of unsuccessful Tenderer will be returned immediately after Conclusion of Contact.
- 9.4 Any Tender not accompanied by an acceptable Earnest Money Deposit or documentary evidence for exemption of EMD will be rejected and such Tender will not be considered for evaluation.

- 9.5 The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- 9.6 Earnest Money deposit will be forfeited.
- If a Tenderer withdraws his tender during the period of tender validity.
  - In case of successful tenderer's failure to commence and complete the work, apart Forfeiture of other claims and dues if any payable to Contractor.
  - If the applicant submits false or misleading certificate for qualification, withdrawal of tender leading to black listing from NMPA works for the period of two Years.
  - No interest will be payable by NMPA on the amount of tender security / Earnest Money deposit.
  - In case of forfeiture of EMD, GST is applicable.
10. Pre Tender Meeting: Clause **-Deleted -**
11. The tenderer shall submit with his tender Permanent Account Number (PAN) and as also his PF/ESI/GST registration number
12. The tenderer must use metric units in the specifications and on all the drawings.
13. The Tenderer shall quote realistic rates in respect of works to be executed by him. The rates shall be firm and no increase or decrease in prices will be allowed except as mentioned in the General Conditions and Particular applications of Tender document.
14. The Chairman of the NMPA reserve their right to reject all or any tender without assigning any reasons or to accept any tenders in part and does not bind themselves to accept the lowest or any other tender. No reasons will be assigned for the rejection of any tender.
15. The Tender shall remain valid and open for acceptance for a period **of 90 days** from the date fixed for receiving the same. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by telegram or telex. The Tenderers will have an option to refuse the request without forfeiting his tender security. However, in the event of the Tenderer agreeing to the request, he will not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his tender security.
16. Eligibility and Qualification Requirement:
- 16.1 To be eligible for award of contract tenderers shall provide evidence, satisfactory to the Employer of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to

documents evidencing fulfillment of all the minimum eligibility criteria as stipulated in the "Notice Inviting Tender". The tenderer shall also submit following information.

- a. Details of the experience and past performance of the Tender on similar works within the past seven years, and details of current works in hand and other contractual commitments in the prescribed format.
- b. Reports on the financial standing of the Tenderer including profit and loss statements, balance sheets and auditor's reports for the past three years. The Chartered Accountant's certificate.
- c. Information regarding any current litigation in which the Tenderer is involved.
- d. **List of Ongoing works in hand at NMPA should be indicated in the prescribed form**

17. For determination of eligibility and responsiveness the tenderer shall, in addition to satisfying the requirement of sub clause-16.1 also satisfy the following criteria.

1. Average annual financial turnover of the tenderer during last three financial years i.e., 2022-23, 2023-24 and 2024-25 shall be at least Rs 11.70 lakhs

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

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

In case the average turnover is Rs. 3.00crores, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00crores.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

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

2. The tenderers must have experience of having successfully or substantially completed \*similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following  
At least Three similar completed works costing not less than the amount equal to Rs. 15.60 lakhs each (excluding GST)

or

At least Two similar completed works costing not less than the amount equal to Rs. 19.50 lakhs each (excluding GST)

or

At least One similar completed works costing not less than the amount equal to Rs. 31.20 lakhs (excluding GST)

Note1:\*Similar work(s) means any Supply of Manpower for office job for Government / Private organization. Experience in supply of security guards and housekeeping / conservancy workers shall not be considered as similar works.

Note 2: Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the date of completion, brief description of the project and project completion cost shall be submitted in support of the assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Experience of the tenderer / contractor for completed works, executed in private organization shall be considered only if the Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed by the tenderer along with the tender

Note 3: Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract.

Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

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

- i. made misleading or false representations in the forms, statements, 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 nonperformance, such as the most experienced partner (major partner) of JV pulling out;
  - iii. On account of currency of debarment by any Government agency.
3. The tenderer shall submit a copy of valid ESIC & EPF registration certificate along with the tender.

18. At any time prior to the last date for submission of tenders, the employer may for any



reason whatsoever, change or modify the tender documents by amendments. The amendments so carried out will be published in the web sites mentioned above for information all the prospective tenderers who have obtained the tender documents. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such amendments.

19. Tender shall be prepared, signed and submitted only by that Firm / Corporation / Company in their name registered in the CPP portal. The tenderer shall submit complete tender and shall be without alterations, interlineations or erasures except those to accord with the instructions issued by the employer or as may be necessary to correct errors made by the Tenderers. All such cancellations, alterations or amendments shall be initialed by person or persons signing the tender.

20. Bid Submission

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

For evaluation purpose the uploaded offer documents will be treated as authentic and final except Power of attorney which shall be submitted in hard copy immediately after the due date of submission.

The Tender shall be submitted in Two parts.

Cover I – Technical:

The following documents shall be uploaded in cover I.

1. Scanned copy of NEFT Payment details for cost of tender / documentary evidence for exemption of tender fee.
2. Scanned copy of NEFT Payment details for EMD (bid security) or documentary evidence for exemption of EMD.
3. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
4. Details of experience and past performance of the Tenderer of works of Civil/ Conservancy within the past 7 years and details of current works in hand and other contractual commitments in the prescribed Forms respectively.
5. Reports on the financial standing of the tenderer including profit and loss statements, balance sheets and auditor's report for the past three years and an authority from the tenderer to seek references from the tenderers bankers. The financial turnover in the last three years should be indicated in the prescribed form.

6. List of Ongoing works in hand at NMPA should be indicated in the prescribed form
  7. Tenderer should submit copy of Permanent Account Number (PAN), ESI, PF and GST Registration certificate.
  8. Information regarding any current litigation in which the tenderer is involved.
  9. The tenderer has to meet all the minimum eligibility criteria. Relevant information supported by documentary evidence regarding fulfillment of the minimum eligibility criteria as stipulated in Notice Inviting Tender should be submitted along with the tender  
Experience of the tenderer / contractor for completed works in private organization as stipulated in Eligibility Criteria shall be considered only if the Tax Deduction Certificate with respect to referred work is issued by Competent Authority is enclosed by the tenderer for the respective works along with the offer.
  10. Power of attorney for the signatory for the tender and carrying out the works when awarded. However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
  11. Covering letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitted.
21. PRICE BID (Bill Of Quantities)
- Price should be quoted in the BOQ template available in the portal. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.
- The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.
- The tenderers are advised to offer their best possible rates. The cost put to tender is the Minimum Consolidated Salary payable by the contractor. If a firm quotes less than or equal to cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation.
- In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior

intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.

All entries in the tender should be entered in online without any ambiguity.

22. The Tenderer should note the following procedure carefully:
  - a) The tenderer should quote his basic cost offer only in price bid
  - b) The work will be awarded to the tenderers who quotes total lowest amount of the bid as a whole.
  - c) Tenderer should not indicate his cost offer anywhere directly or indirectly in technical bid
  - d) The tenderer should quote for the work as per Technical scheme and design and scope of work as specified in tender document.
23. Tenderer should note follow before submitting the offer:
  - a) Only completed work will be considered for qualification. Partly completed works or works in progress will not be considered for qualification.
  - b) The value of work indicated in completion certificate only be considered for experience.
  - c) If the tenderer have successfully completed the work (Date of completion of work) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement/start of work. Such experience of work is also considered for evaluation in work experience.
  - d) If the tenderer have executed the work in Joint venture before submitting the bid, then experience of such entire work will be considered only for the lead partner company/firm of the Joint Venture.
24. Deadline for Submission of the Bids
  - i) The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through CPP portal.
  - ii) The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
  - iii) Price should be quoted in CPP portal. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.
  - iv) The uploaded Port Tender Document will be treated as authentic tender and if

any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

25. Late Bids

The tenderer should ensure that their tender is received online at NMPA before the deadline prescribed. The time that is displayed from the server clock in e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

26. Modification and Withdrawal of Bids

- i) Bidders may modify the prices and other required details of their Bids only in accordance with the provisions available in the CPP portal.
- ii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the Bid Security

27. Bid Opening - Technical Bid

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

28. Bid Opening – Price Bid

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

- i. The tenderers are advised to offer their best possible rates. The cost put to tender is the Minimum Consolidated Salary payable by the contractor. If a firm quotes less than or equal to cost put to tender, the bid will be considered as the

bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. All entries in the tender should be entered in online without any ambiguity.

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

The decision of the Port is final and binding on the Tenderers and no correspondence will be entertained in the matter.

29. Clarification of Bids

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

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

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

Employer reserves the right to reject any Bid, if the Bidder does not provide the clarification sought for by the Employer, within the time specified by the Employer, for proper evaluation of the Bid.

The employer may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the employer.

30. Examination of Bids and Determination of Responsiveness

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

- a) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour only in the prescribed form as per Annexure - 2. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause; However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership
- b) is accompanied by the requisite Bid security
- c) meets the eligibility criteria and;
- d) is responsive to the requirements of the Bidding documents. A responsive Bid is

one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way the scope, quality or performance of the Works;
  - ii. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
  - iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- e) The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.
  - f) If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
  - g) The tenderers are advised to offer their best possible rates. The cost put to tender is the Minimum Consolidated Salary payable by the contractor. If a firm quotes less than or equal to cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation. All entries in the tender should be entered in online without any ambiguity.
  - h) In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.
31. Correction of Errors: (Not Applicable)
  32. Evaluation and Comparison of Bids:  
The Employer will evaluate and compare only the Bids determined to be responsive. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
    - a) making appropriate adjustments to reflect discounts or other price modifications offered.
  33. Alteration of tender documents  
No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his

tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

34. Alternative conditions and Proposal:

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

35. Award of Contract

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

- a) Eligible in accordance with the provisions of Clause 17, and
- b) Qualified in accordance with the provisions of Clause 17. Clause No.30

36. Notification of Award

i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 38.

iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 21 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. No work shall be commenced before signing contract agreement. The contractor shall make 8 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement.

37. Release of Bid Security / EMD

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

38. Performance Security

- i) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.
- ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalised /Scheduled Indian bank having its branch at Mangalore and encashable at Mangalore acceptable by NMPA. The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed.

### 39. Fraud and Corrupt Practices

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means

- i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection



Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

- ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means
  - i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - ii) having a Conflict of Interest; and
- c) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 40. Rejection of Tender

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

#### 41. Additional Information

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

Conditional Tender will be rejected outright considering it as non responsive offer and Tender will be liable to be rejected outright if it is found that;

- a) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.

- b) The downloading of document is not carried strictly as provided on website.
  - c) Disclosure/indication of the price in the technical bid shall render the tender disqualified and rejected.
42. Prior to the expiration of the prescribed period of tender validity or such extended period the Employer will notify the successful tenderer, by cable or telex, fax confirming in writing by registered letter that his tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful tenderer of a performance security in accordance with the provisions of General conditions of contract, the Employer will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful.
  43. All costs, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the tenderers.
  44. The contractor shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.
  45. If the tenderer submits false / forged documents in support of experience, the tender will be rejected and the tenderer will be black listed from NMPA for Two years.
  46. The successful bidder, with in 7 (Seven) days from the date of work order, shall submit self-attested copy of statutory documents such as PAN card, GST registration certificate, ESI registration certificate, EPF registration certificate, Labour Identification Number (LIN) and any other documents required for successful completion of work
  47. Compliance of Local Content as per Make in India Policy:  
Bidder shall comply with DPIIT Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020 in respect of Local Content and furnish an undertaking in the prescribed format as per Annexure 13, to that effect, failing which, the bid may be liable for cancellation.

### **3. GENERAL TERMS AND CONDITIONS:**

#### **3.1 DEFINITIONS**

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

- 3.1.1 "Principal Employer" means Board of Members of New Mangalore Authority, 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 Secretary or any other officers so nominated by the Board.
- 3.1.2 "Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the PRINCIPAL Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price" means the total sum of money to be paid by the Principal Employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the PRINCIPAL Employer.
- 3.1.6 "Work" or "Works" shall mean the whole of the plant and Services to be provided and Service to be done executed or carried out by the contractor under the contract.
- 3.1.7 The "Site" shall mean the whole of the premises, buildings and grounds in or upon which the system or Services is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule" shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 "Approved" or "Approval" shall mean approval in writing.
- 3.1.10 "Month" shall mean English Calendar Month.
- 3.1.11 "Officer-in-charge/representative" (OIC) shall mean Secretary, or any officer authorized by Secretary for the purpose of this contract.

- 3.1.12 “Local Content” means the quality of service assessed in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the service (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.1.13 “Class – I local supplier” means a supplier or service provider, whose goods, services or works offered for service, has local content more than or equal to 50%.
- 3.1.14 “Class – II Local Supplier” means a supplier or service provider, whose goods, services or works ordered for service, has local content more than 20% but less than 50%.
- 3.1.15 “Non Local supplier” means a supplier or service provider, whose goods, services or works offered for service, has local content less than or equal to 20%.
- 3.1.16 “Margin of purchase preference” means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.17 “L1” means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other service solicitation as adjudged in the evaluation process as per the tender or other service solicitation.
- 3.1.18 “Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.19 “Procurement entity” means a Ministry or Department or attached or subordinate office of or autonomous body controlled by the Government of India and includes Government companies as defined in the companies act.
- 3.2 USE OF CONTRACT DOCUMENT:
- 3.2.1 Contract Document: Subject to the order of precedence set forth in the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3.2.2 The contractor shall not, without prior consent, make use of any document of the contract except for the purpose of performing this contract.
- 3.3 PAYMENT TERMS:
- 3.3.1 Monthly payment along with applicable GST, will be released within 15 days subject to recoveries if any, from the date of submission of monthly bill / Tax Invoice along with the attendance register, proof of wages payment, bank statement of the contractor showing payment made to deployed staffs for the month for which the contractor submits the bill, as documentary evidence. No advance payment shall be made.

- 3.3.2 Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Performance Security amount.
- 3.4 INCOME TAX: Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.
- 3.5 TAXES: The contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line item in the Tax Invoice. Input Tax Credit lost due to non-filing of GST return will be recovered / collected from Final Bill.
- 3.6 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc.
- 3.7 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act, or any other law in force. The Contractor shall allow inspection of the wage records etc., to the OIC or his representative.
- 3.7.1 PERSONNEL: The contractor shall deploy the manning as per the duty timing fixed by NMPA. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the OIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding the work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the OIC in good condition after the completion of the Contract period.
- 3.8 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA
- 3.8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at Annexure – 15.

- 3.8.2 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3.8.3 “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 3.8.4 The beneficial owner for the purpose of [3.9.(iii)] above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.

3.8.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per Annexure – 16

### 3.9 PAYMENT OF WAGES:

Payment of wages to the persons engaged by the Contractor shall not be less than the wages mentioned in scope of work at clause No. 5.

3.9.1 Leave facilities: The manpower deployed under the contract will be permitted to avail 12 days Casual Leave in a year at the rate of 1 day for each completed calendar month of the period of contract. No provision exists either for encashment of the non-availed portion of the Casual Leave or for carrying forward the said Leave to the next future year /contract assignment if any.

3.9.2 The holidays applicable to the Port employees shall be applicable to the deployed staffs/ manpower.

3.9.3 The contractor shall submit every month bill in duplicate to the respective controlling officers.

3.9.4 The wages shall be paid by the contractor on or before 7th day of every month through the Bank only. Documentary evidence for the same needs to be furnished along with the bills.

3.9.5 For Any shortage of manpower lesser than the prescribed number, Damage Charges as per clause No 4.12 of SCC shall be applicable and same shall be deducted from contractor's monthly bill.

### 3.10 STATUTORY COMPLIANCES

3.10.1 Contractor is liable to buy workmen compensation policy insurance to their staff at his own cost.

- 3.10.2 All statutory payment or compliances in respect of the employees engaged by the contractor as stipulated in this tender shall be the sole responsibility of the contractor and shall be made or complied at the cost of the contractor and NMPA shall neither compensate nor reimburse such expenditure. NMPA shall make payments towards the remuneration indicated at Cl.5.2 of this tender document + the percentage quoted in the BOQ + applicable taxes only in respect of the employees supplied by the contractor.
- 3.10.3 The Principal Employer (NMPA) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- 3.11 TERMINATION OF THE CONTRACT
- 3.11.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final), it shall be open to NMPA to terminate this contract by giving not less than Ninety (90) days' notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part without further notice duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:
1. Forfeit the Performance Guarantee as it may consider fit;
  2. Get the balance / remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.
- 3.11.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.
- 3.11.3 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract,



NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

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

### 3.12 DEBARRING OF BUSINESS DEALINGS

3.12.1 In the event of premature termination of contract in terms of provisions of clause 3.11 except 3.11.4 above, NMPA shall also be entitled to debar the contractor for participation in future tenders of NMPA for a period of two (02) years.

3.12.2 Further, in case if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such contractor for a period of two (02) years.

3.12.3 Further As per Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding, -

- i. A bidder shall be debarred if he has been convicted of an offence:-
  - 12.3.1.2 Under the prevention of Corruption Act, 1988; or
  - 12.3.1.3 the India Penal code or any other law for the time being force, for causing any loss of life or property or causing a threat to public health as part of execution of a contract.
- ii. A bidder debarred under sub-section (15.3.1) or any of its successors of the bidder shall not be eligible to participate in a service process of any service entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS & D) will maintain such list which will also be displayed on the website of DGS & D as well as Central Public Procurement Portal.
- iii. A service entity may debar a bidder or any of its successors, from participating in any service process undertaken by it, for a period not exceeding three years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

### 3.13 POLICE VERIFICATION

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

### 3.14 SAFETY

The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the port for any accidents/incidents while carrying out the contract.

### 3.15 INSURANCE

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

- i) Commercial General Liability (CGL): The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
  - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
  - b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
  - c. The value of third-party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

- ii) Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Principal Employer NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the PRINCIPAL Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that PRINCIPAL Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

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

- iii) Automobile Liability Insurance covering use of vehicles / mobile equipment's used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract if applicable.
- iv) Claim Lodgment: In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v) The Contractor shall submit to the Principal Employer;
- a. Evidence that the insurances described above have been effected and
  - b. Copies of policies for the insurances described in the clauses have been submitted.
  - c. When each premium is paid, the Contractor shall submit evidence of payment to the Principal Employer.
- vi) The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii) The Contractor will indemnify to the fullest extent permitted by law and keep the Principal Employer, its officers, employees and other related parties hold harmless

from all claims for bodily injury and property damage that may arise from the performance of the work.

### 3.16 INDEMNIFICATION

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

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

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract. The Contractor shall submit an indemnity bond on a Rs.100 stamp paper as per the format at Annexure 12.

### 3.17 PERSONAL PROTECTIVE EQUIPMENTS

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

### 3.18 CONDUCT

The Contractor, always during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The Contractor shall have adequate measures in place

to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

### 3.19 ACCIDENT

3.19.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the OIC.

3.19.2 The Principal Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

### 3.20 RECORD OF ATTENDANCE

The Contractor shall ensure that all the staffs deployed are registered for Face recognition. This will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. No Supervisor or Port official will maintain records of attendance of contractual employees provided by the Contractors.

### 3.21 IDENTITY CARD

It shall be the responsibility of the Contractor to issue employment card to each person deployed as per the prescribed format and to maintain the muster roll, the wage registers and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

### 3.22 SUB-CONTRACTING

The Contractor shall not subcontract any part of the Works without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

### 3.23 FORCE MAJEURE:

Not with standing anything in this agreement to the contrary neither the NMPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time of not later than 15 days from the occurrence of such event from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

#### 4. SPECIAL CONDITIONS OF CONTRACT (SCC):

##### 4.1 PERIOD OF CONTRACT :

The contractor shall carry out the work for a period of One (01) years from the date mentioned in the work order and same may be extended for a further period of one more year as per mutually agreed Terms and Conditions under the same rates.

##### 4.2 Addition & Alteration–

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

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

##### 4.3 Precautions to be Taken:

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

##### 4.4 Permission for Port Entry: Port Entry passes to the Contractor, his vehicle and his staff during the period of contract will be issued as per rules. The Contractor shall make an application furnishing the details of his staff for whom the Port Entry Passes are required.

##### 4.5 Major Port Authority Act – 2021, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port shall be strictly followed and complied.

##### 4.6 No accommodation / transport facility will be provided by the port to the staff engaged by the contractor. If required port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per NMPA rules.

##### 4.7 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the, Contract Labour (Regulations & Abolition) Act, 1970 & Contract Labour (Regulation & Abolition) Karnataka Rules 1974 and the rules there under. The enactments that may be applicable including Act, Provident Fund Act and etc. The staff Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the

- responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under and submit the same to the OIC immediately after commencement of the work.
- 4.8 The Contractor is liable to pay all Statutory Compensation to the staffs engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 4.9 The Contractor shall indemnify the Port Authority for any claim made towards statutory default or any action due to non fulfillment of the statutory obligations
- 4.10 If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and port entry pass shall be surrendered to the OIC or his representative.
- 4.11 DAMAGE CHARGES:
- 4.1 The Contractor will be penalized on following accounts;
- 4.1.1 In case of theft / damage to NMPA assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall be penalized for twice the sum of amount as assessed by NMPA for the said theft / damage.
- 4.12 Warning Clause- In case any complaint is received from users, the following Damage Charges 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 if the contact leads to termination.
- 4.13 The staffs deployed for the service contract shall be as per the qualifications prescribed at clause No 5.2 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of OIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his/her attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately remove the staff from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable

- replacement within 3 days from the date of issuance of the second notice, Damage Charges as per clause No 4.11.1. shall be imposed from the 4th day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 4.14 Any dispute regarding working hours and compensation to be paid to the Workers deployed will be the responsibility of the Service Provider/contractor and no representation will be entertained in this regard by NMPA.
- 4.15 The person deployed by the Service Provider/Contractor shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.
- 4.16 The Service Provider/Contractor shall be contactable at all times and message sent by email/Fax/Special Messenger from the NMPA to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 4.17 The Service Provider/Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
- 4.18 The Service Provider/Contractor would be responsible for the leave record of the personal engaged by the agency.
- 4.19 The Service provider/Contractor will supply the list of Personnel to be deployed with full particulars such as age, qualification, address, etc. before the commencement of the Agreement.
- 4.20 The Service provider/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 4.21 In case NMPA in its discretion finds any deployed person as not desirable and not suitable for whatever reasons at the sole discretion of the NMPA and upon so being notified by NMPA, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NMPA.
- 4.22 It shall be the responsibility of the Service provider/Contractor to issue ID card to each staff as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.
- 4.23 The Service provider/Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 4.24 The Service provider/Contractor agrees to indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement including but not limited to injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.



- 4.25 The Service provider/Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The 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.
- 4.26 The Service provider/Contractor shall be obliged and solely responsible to comply with all statutory safety and security requirements in respect of the manpower engaged by the firm and the NMPA shall not be a party to any dispute arising out of such deployment by the Service provider.
- 4.27 The manpower deployed by the Service provider/Contractor under this contract shall be the employee of the Service provider and in no circumstance shall ever have any claim of employment with the New Mangalore Port Authority.
- 4.28 Registers and other Records to be maintained
- The Registers and Records that will be maintained by service provider/Contractor are as follows:
- (i) Register of persons Employed / deployed.
  - (ii) Service Certificate to be issued to every workmen on termination of employment for any reason.
  - (iii) Form of Register of Wages cum Muster Roll.
  - (iv) Proof of Wages paid to each employee, in the form of copy of Bank Account statement.
  - (v) An attendance register shall be maintained by the service provider for all
  - (vi) the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in NMPA.
  - (vii) The Service provider/Contractor shall maintain all statutory Registers under the applicable laws. The Service Provider/Contractor shall produce the same, on demand, to the concerned authority of NMPA or any other authority under law.
- 4.29 Duties and Responsibility of Man Power Service:-
- (a) Duty Timing: 9.30 A.M. to 5.30 P.M. with 30 min Lunch break. Or such other NMPA notified timings. However if required the deployed staff shall work beyond the office hours as directed by office incharge without additional remuneration including holidays.
  - (b) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. If any deviation, proportionate leave/salary shall be deducted from the monthly payment to the contractor. As per the formula applicable from time to time to the regular employees of NMPA.
  - (c) The manpower deployed shall be available for duties at NMPA as per the working days/working hours stipulated in the tender.

- 4.30 The service provider/Contractor shall engage authorized person for co-ordinating with OIC for the control/ supervision of the deployed man power.
- 4.31 Integrity Pact (not applicable)
- 4.32 Contractor's staffs shall not claim any type of compensation / Absorption / Regularization / Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970 or any other law. Same shall be ensured by the Contractor.

## 5. SCOPE OF WORK

5.1 The scope of work includes Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority.

5.1.1 Contractors Responsibilities

5.1.2 Deployment of staff for the professional/technical expertise, as per manning pattern in Clause No. 5.2 below. The Contractor shall ensure smooth operation of the works throughout the contract period by continuously monitoring the staffs deployed.

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

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

5.1.5 Maintaining good liaison and cordial relations with the Port staff

5.2 Manpower Required to be supplied: (manning pattern)

Sl. No	Job description	Qualification & Experience	Age limit	No. of Positions	Consolidated Salary payable by contractor
<b>Part A – Civil Department</b>					
1	Technical Assistant Civil	Qualification: Graduate in Civil Engineering from a recognized University Experience: Minimum 2 years' experience in Civil Engineering works, preferably in Ports (NMPA)	Less than 40 years	10	Rs. 50,000/-
<b>Part B – Marine Department.</b>					
2	Executive (Marine Tenders)	Educational Qualification: A Degree in Engineering. Experience: Minimum 05 years' experience including 02 years preferably in Ports, knowledge in preparing Marine	Less than 40 years	1	Rs. 50,000/-

		estimates and MS word, Excel and Power point, Knowledge of ERP for setting of contractors' bills, hands on experience in e-office applications.			
3	Executive Assistant	Educational Qualification: Graduate with diploma in computer application / Information technology, certificate in senior / shorthand and senior English typing of diploma in commercial practice. Experience: Minimum 05 years as a EA/PS/PA / Steno to the top Management / CEO of the reputed private / public sector organization.	Less than 40 years	2	Rs. 50,000/-

The qualification prescribed shall be from a recognized institution or university and the experience shall be post qualification.

The remuneration, as fixed against each category given above, should be paid to the deployed manpower without any deductions (except the applicable statutory deduction) to their bank account directly every month and proof of the same should be submitted to NMPA along with the monthly bills.

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

**6. ANNEXURES****ANNEXURE - 1**TENDER FORM

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

To,

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

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority.” we the undersigned, offer to execute the Service Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 10% (ten percent) of the contract price in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have deposited the Earnest Money as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Trust.
7. I / We declare that the offer is unconditional and validity for 90 days
8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.

9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Witness

Address:

**ANNEXURE - 2**

ON STAMP PAPER of Rs 200/-

“HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE) EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

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

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

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

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

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

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

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

SIGNED AND DELIVERED ON

\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)



**ANNEXURE – 3**

“HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE) EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

PARTICULARS OF BIDDER:

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

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

Signature & seal of the Bidder

**ANNEXURE – 4****NEW MANGALORE PORT AUTHORITY**

“HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE) EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

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

**ELIGIBLE ASSIGNMENT DETAILS FOR MEC**

Assignment Number:

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

Signature & Seal of the Bidder

**Certificate from the Statutory Auditor**

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

(Signature, name and designation of the authorised signatory duly indicating UDIN)

Date: Name and seal of the audit firm:

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

Instructions:

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

**ANNEXURE – 5**

NEW MANGALORE PORT AUTHORITY  
 “HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE)  
 EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE  
 DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

FINANCIAL TURNOVER

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

A. Ban Banker's Details : Name of the Banker in Full

Address of Banker	Telephone No: Fax No: Contact Person name:
-------------------	--

B. Audited financial statements for the Last 03 years. i.e. 2021-2022, 2022-2023 and 2023-24

Financial Year	Turnover		
i.e. LAST THREE FINANCIAL YEARS ENDING 31 <sup>ST</sup> MARCH OF THE PREVIOUS YEAR	2021-2022	2022-2023	2023-2024

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached

Attachments :-

- i) Financial audit statements reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.
- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Bidder over the last three Financial years [2021-2022, 2022-2023 and 2023-2024]

Signature & Seal of the Bidder

**ANNEXURE – 6**

NEW MANGALORE PORT AUTHORITY  
 “HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE)  
 EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE  
 DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

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

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

Signature & Seal of the Bidder

**ANNEXURE - 7****UNDERTAKING ON INDEMNIFICATION**

We \_\_\_\_\_ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by us.

We \_\_\_\_\_ (Bidders name ) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- a) Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- b) Failure to exercise the skill and care required for satisfactory execution of the contract.
- c) Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We \_\_\_\_\_ (Bidders name ) 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 our employees performing duties under the contract.

Sign and Seal of the Bidder/ Bidders Authorized representative

**ANNEXURE – 8****NEW MANGALORE PORT AUTHORITY**

“HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE) EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.”

**DECLARATION**

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

- i. I have read the tender document and agreed to the terms and conditions mentioned therein.
- ii. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
- iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
- iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the 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. Indemnity Bond shall executed in prescribed format.
- vi. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or othenrwise missed

under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- vii. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- viii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

\* Note: Delete whichever is not applicable.

Signature & Seal of the Bidder



**ANNEXURE - 9****BID SECURITY (BANK GUARANTEE) (NOT APPLICABLE)**

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ [date] for the Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority. (hereinafter called "the Bid").

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

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of these obligations are:

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

or

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

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

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

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

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

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

Our liability against this guarantee is restricted to Rs ..... (Rupees ..... only) and unless a claim in writing is lodged with us within 3

months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Signature, name and address]

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

<sup>2</sup> 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**ANNEXURE - 10**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT  
SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

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

Mobile No :

Signature of the Party

**ANNEXURE - 11**

## FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

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

Signature of the HOD/HOO with seal

**ANNEXURE-12****INDEMNITY BOND**

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

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

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

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

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

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

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

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

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

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

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Format for Self Certification under Preference to “MAKE IN INDIA” Policy

(Refer Clause No. 47 of ITT)

**CERTIFICATE**

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

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

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

Signature of the Bidder

Date :

Place :

**BID SECURITY DECLARATION FORM**

Date: [insert date (as day, month and year)]

NIT No: CIVIL/CE(C)/EE(C)/84/2024-25 dtd. 14-04-2025 TENDER ID:  
2025\_NMPT\_856553\_1

Name of Work : Hiring of Technical Assistant (Civil), Executive (Tenders Marine) Executive Assistant (Marine) for Civil Engineering and Marine Department at New Mangalore Port Authority.

To:

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid security declaration

I/We accept that we will automatically be disqualified from bidding for any contract with New Mangalore Port Trust for a period of 2 (two) years starting from the date of notification from the Employer, if the undertaking of the affidavit submitted by us or our constituents in pursuance to any of the declarations of Letter of Technical Bid or Letter of Price Bid submitted by us are found to be false at any stage during the process of bid evaluation; or

I am / We are in a breach of any obligation(s) under the bid conditions, because I/We

- a) have withdrawn / modified / amended, impairs or derogates from the bid, my / our Bid during the period of bid validity specified in the form of Bid; or
- b) do not accept the correction of errors in accordance with the Instructions to Bidders; or
- c) having been notified of the acceptance of our Bid by the employer during the period of bid validity,
  - i. fail or refuse to execute the contract, if required; or
  - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - iii. fail or refuse to furnish a domestic preference security, if required.



I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. 28 (Twenty eight) days after the expiration of the validity of my/our Bid

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-security Declaration]

Duly authorized to sign the bid for and behalf of [insert complete name of the Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of Signing]

Signature of the Bidder

Corporate seal [where appropriate]

**ANNEXURE – 15**Certificate for Tenderers / Bidders sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative

**ANNEXURE –16**Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorized representative



### PERFORMANCE BANK GUARANTEE

In consideration of the Board Members of New Mangalore Port Authority, incorporated under the Major Port Authority Act, 2021, having its Administrative office at Panambur, Mangalore, which expression shall mean and include its successors and assigns (hereinafter called "the Board") having agreed to exempt ( **Name of Contractor** Processors having its Registered office at ( **address**) which expression shall mean and include their Successors, and Assignees (hereinafter called 'the said Contractor') from the demand, under the terms and conditions of the Work order **No. and date** made between the Board and the said contractor for the work of " ( **Name of work**) (hereinafter called "the said Work order") of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for **Rs.....(Rupees ..... only)**, we, **M/s .....(bank)**, a company registered under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office and one of its branches at.....(bank address) (hereinafter referred to as the "Bank") at the request of the Contractor, do hereby irrevocably and unconditionally undertake to pay to the Board an amount not exceeding **Rs..... (Rupees ..... only)** on demand against any non-performance, loss of damage caused to or suffered by the Board by reason of any breach by the said Contractor of any of the terms or conditions contained in the Agreement.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSTH AS UNDER:

1. We M/s .....(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 required to meet the recoveries due or likely to be due from the said Contractor.
2. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs...../- (Rupees.....only).
3. We, M/s .....(bank). Undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings 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 guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We M/s .....(bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer i/c on behalf of the board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
5. We, .....(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 Agreement or to extend time of performance by the said Contractor 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 Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor.
7. We.....(bank) lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.
8. This guarantee shall remain in full force and effect up to.....and extendable from time to time upto the defect liability period as per the relevant clauses of the tender on demand by the Board.

Notwithstanding anything mentioned above,

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

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

(Seal with Signature of the Bank)

Witness:

## 7. BILL OF QUANTITIES (Price bid)

BILL OF QUANTITIES (Price bid)					
Name of work: HIRING OF TECHNICAL ASSISTANT (CIVIL), EXECUTIVE (TENDERS MARINE) EXECUTIVE ASSISTANT (MARINE) FOR CIVIL ENGINEERING AND MARINE DEPARTMENT AT NEW MANGALORE PORT AUTHORITY.					
It No	Description of items	Probable quantity	Unit	Rate (in figures and in words)	Amount Rs. Ps.
	<b>Part A – Civil Department</b>				
1	<b>Technical Assistant Civil:</b> Qualification: Graduate in Civil Engineering from a recognized University Experience: Minimum 2 years' experience in Civil Engineering works, preferably in Ports (NMPA).	10x12 = 120	Month	50,000 (Fifty thousand only)	60,00,000/-
	<b>Part B – Marine Department</b>				
2	<b>Executive (Marine Tenders):</b> Qualification: A Degree in Engineering. Experience: Minimum 05 years' experience including 02 years preferably in Ports, knowledge in preparing Marine estimates and MS word, Excel and Power point, Knowledge of ERP for setting of contractors' bills, hands on experience in e-office applications.	1x12 = 12	Month	50,000 (Fifty thousand only)	6,00,000/-
3	<b>Executive Assistant:</b> Qualification: Graduate with diploma in computer application / Information technology, certificate in senior / shorthand and senior English typing of diploma in commercial practice. Experience:	2x12 = 24	Month	50,000 (Fifty thousand only)	12,00,000/-

	Minimum 05 years as a EA/PS/PA / Steno to the top Management / CEO of the reputed private / public sector organization.				
<b>TOTAL AMOUNT Rs.</b>					<b>78,00,000/-</b>
<b>Service charges over the cost put to tender (in percentage in two decimals)</b>					
<b>Quoted amount in Figures</b>					

(Quoted amount : Rupees .....)

Note :

1. The cost put to tender is the Minimum Consolidated Salary payable by contractor. If a firm quotes less than or equal to cost put to tender, the bid will be considered as the bid with NIL charges / NIL Consideration, such bids shall be treated as unresponsive and will not be considered for evaluation.
2. In case if, two or more bidder quote same minimum charges / minimum % and tie occurs, the successful bidder would be finalized by drawing the lottery with prior intimation to the bidders whose bids are tie, in presence of eligible bidders and Tender Committee Members.
3. While quoting the service charges the bidder shall take into consideration the conditions given at Clause.3.10 of this tender document.
4. The service charges shall be quoted in percentage of total salary payable to the manpower as given at clause 5.2 of this tender document. Service charges are payable in addition to the remuneration stated at clause 5.2 of this tender.
5. The rates quoted above shall be exclusive of GST.
6. Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to NMPA for reimbursement at actual.
7. GST shall be shown as a separate line item in the tax invoice.

**SIGNATURE OF THE CONTRACTOR**



**CHECK LIST****NIT No. CIVIL/CE(C)/EE(C)/84/2024-25****TENDER ID :2025\_NMPT\_856553\_1****SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH  
TECHNOCOMMERCIAL BID**

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1	RTGS receipt of Earnest Money Deposit (EMD) and Cost of Tender or supporting document for exemption of EMD & Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	Annexure – 1 - Tender Form Annexure – 2 – Format of Power of Attorney Annexure – 3 - Particulars of tenderer. Annexure – 4 – Details of experience Annexure – 5 - Financial Turnover Annexure – 6 – Details of ongoing Contracts at NMPA Annexure –6 – Format of performance security deposit bank guarantee Annexure – 7 – Undertaking on indemnification Annexure – 8 – Format of Declaration		

	<p>Annexure –9 - Specimen Bank guarantee form for EMD deposit bank guarantee</p> <p>Annexure – 10 – Bank information refund of EMD</p> <p>Annexure – 11 – Bank information for E-payment</p> <p>Annexure – 12- Indemnity Bond</p> <p>Annexure – 13- Self Certification under Preference to “MAKE IN INDIA” Policy</p> <p>Annexure – 14- bid security declaration</p> <p>Annexure – 15- Certificate for tenderers / bidders sharing land border</p> <p>Annexure - 16- Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border</p> <p>Annexure – 17 – Form of Agreement</p> <p>Annexure – 18 – Specimen form for Bank Guarantee for Performance Security.</p>		
PRICE BID	PART-III - Price Schedule (Online Mode Only)		