



NEW MANGALORE PORT TRUST
Ministry of Ports, Shipping
Govt. Of India and waterways

TENDER DOCUMENT FOR

**“Comprehensive Maintenance contract of Computers/Laptops and its
peripherals for a period of Three years at NMPT”**

2021

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

N.I.T. No. ITD/AMC/2020-21/01

Dated: 01/03/2021

TITLE OF WORK: TENDER FOR “Comprehensive Maintenance contract of Computer/Laptop and its peripherals for a period of Three years at NMPT”.

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। 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. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है। DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., Under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या **<http://eprocure.gov.in/eprocure/app>** or **<http://newmangaloreport.gov.in>** पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। 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 the corrigendum published before submitting the bids online on the portal or on **<http://eprocure.gov.in/eprocure/app>** or **<http://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. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should arrange for the Bid Security declaration and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए |

The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.

11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए ।

The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेज़ों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा |

There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियाँ, जो अवरूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा ।

It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा।

The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को सरसरी तौर पर अस्वीकार कर दिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा

The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।

At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्रॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।

After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission from the system means, the bids as uploaded by the

bidder is received and stored in the system. System does not certify for its correctness.

19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी।

The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.

20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा।

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा।

The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।

The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा ।

In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

PART-II**सूचकांक / INDEX**

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SCHEDULE OF TENDER (SoT)

NOTICE INVITING TENDER

N.I.T. No. ITD/AMC/2020-21/01

Date: 01/03/2021

TITLE OF WORK: TENDER FOR “Comprehensive Maintenance contract of Computer/Laptop and its peripherals for a period of Three years at NMPT”.

1	TENDER NO. e-Tender id	ITD/AMC/2020-21/01 -
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	Date of NIT available to parties to download	02/03/2021 at 10.00 hrs
4	Start date for submission of online pre-bid queries	03/03/2021 at 10.00 hrs
5	Last date for submission of online pre – bid queries	08/03/2021 at 15.00 hrs
6	Estimated Cost	Rs.1,67,63,104/- (Rupees One Crore Sixty Seven Lakhs Sixty Three Thousand One Hundred and Four only) excluding ESI, PF and GST, for Three(3) years.
7	Earnest Money Deposit	Bid Security Declaration as per Annexure 1 or exemption certificate as per clause No 2.2(o) of ITB
8	Tender Fees	Rs.1120/- (Rupees One Thousand one Hundred and twenty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2(o) of ITB

9	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	10/03/2021 at 10.00 HRS
10	Date of closing of e-Tender for submission of Bid.	24/03/2021 at 15.00 HRS
11	Date & Time of opening of Technical Bid.	25/03/2021 at 16.00 HRS
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	3 years starting from the date as indicated in work order/LOA.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

Amendments to the tender (if any) will be issued only through web sites, www.newmangaloreport.gov.in and [CPP Portal www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

PART I

GENERAL INFORMATION AND INSTRUCTION FOR THE BIDDERS

A. General Information

1. **Last date and time for submission of the Bids: 15:00 Hrs. on 24/03/2021 15.00Hrs:** The bidder has to submit online bids i.e. Technical Bid and Commercial Bid through e-procurement portal <http://eprocure.gov.in/eprocure/app>.
2. **Manner of submission of the Bids :** Tenders are to be submitted online through the website stated above. The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule. No manual bid will be accepted.
3. **Time and date for opening of Bids:** The Techno commercial Bid will be opened electronically **on 25/03/2021 at 15.30 hrs.** Bidders can witness electronic opening of bid.

Pre -Bid Enquiry: Pre-bid queries shall be uploaded online only in the e-procurement portal on or before 08/03/2021 at 15:00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPT/ CPP websites. No pre-bid meeting will be held with the prospective Bidders.

4. **Two-Bid system:** Under two bids system through e-tendering, only the Techno commercial Bid would be opened on the time and date mentioned above, date of opening of the commercial bid will be initiated after acceptance of the technical bids. Commercial bids of only those firms will

be opened whose technical bids are found compliant/suitable after technical evaluation is done by the NMPT.

5. **Forwarding of Bids:** NA.
6. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the NMPT prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the department not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
7. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the NMPT may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
8. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
9. **Validity of Bids:** The Bids should remain valid till **120 Days** from the last date of submission of bid.
10. **Earnest Money Deposit/BID SECURITY DECLARATION -Annexure-I:** Bidders should submit BID SECURITY DECLARATION as per annexure – I in Bidders letter head and EMD is not applicable.
But Tender fee of Rs.1120/- to be submitted along with the tender. Tender fee is not required to be submitted by those Micro and Small Enterprises (MSE) Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi &

Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME. However, to avail the benefit of exemption, they have to submit along with their offer, the proof of their being MSE registered with any of the above mentioned entities.

11. I. Even though the Bidders meet the qualifying criteria, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Trust, if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Trust or financial failures etc.

II. Even though the bidders who have submitted MSME certificate, meet the qualifying criteria of the Tenderers at Part-II Notice Inviting Tender, they are subject to be disqualified and debarred for a period of three (03) years from participating for tenders at New Mangalore Port Trust and duly informing the MSME authorities if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements ; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Trust or financial failures etc.

B. Instructions for Bidders

1. Technical bid and Price bid will be submitted concurrently, duly digitally signed in the website portal www.eprocure.gov.in/cppp . The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule.
2. Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of contract Agency/Contractors they are required to upload all the tender documents along with other documents, as asked for in the tender, through the above website within stipulated date and time as given in the Tender Notice.
3. The Agency/Contractor shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated location of Technical Bid. The bidder needs to fill up the rates, downloaded for the financial Bid in the designated cell and upload the same in designated location of financial bid.
4. The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC) by the authorized signatory.
5. For submission of e-tender, bidders are requested to get themselves registered with www.eprocure.gov.in website along with class-II/III Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
6. For complete details, refer website <http://www.eprocure.gov.in> at CPP portal.
7. The NMPT may issue amendment / errata to the tender documents before due date of submission of tender. The Agency / Contractors are required to read the tender documents in conjunction with amendments, if any, issued by NMPT. The Agency / Contractor are not supposed to incorporate any amendment / errata in the body of tender documents either in ink or pencil. In case the Agency / Contractor on the body of tender incorporate amendments/errata issued, they shall not be considered and the amendment / errata issued by the NMPT shall only

hold good. The amendments/errata issued to these documents if any would be uploaded on web site Tender document can be downloaded from NMPT website <http://www.newmangaloreport.gov.in> & <https://www.eprocure.gov.in/cppp>. The Contractors shall visit these sites from time to time to see these amendments/errata.

8. The bidders are required to upload the completed documents only after satisfying each and every condition laid down in the tender documents.
9. NMPT reserves the right to postpone and / or extend the date of receipt of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from NMPT.
10. Transfer of Tender document purchased by one Bidder to another is not permissible. Similarly, transfer of BID submitted by one Bidder to another is also not permissible. No Alteration in the essence of BID, once submitted shall be permissible. In case the Bidder transfers the BID or modifies/withdraws during the period of validity.

PART II
NEW MANGALORE PORT TRUST
FINANCE DEPARTMENT
NOTICE INVITING TENDER

N.I.T No. ITD/AMC/2020-21/01

Dated: 01.03.2021

Name of the work: - “Comprehensive Maintenance contract of computer/Laptop and its peripherals for a period of Three years at NMPT”.

- 1.1 The FA&CAO, New Mangalore Port Trust invites e-tender in **Two Bid** system Techno-Commercial Bid and Price Bid on behalf of New Mangalore Port Trust (NMPT), from reputed, bonafide, resourceful & experienced firms for the work **“Comprehensive Maintenance contract Computers/Laptops and its peripherals for a period of Three years at NMPT”.**

Details of **Pre-qualification criteria** for the Tenderers, Time schedule to be submitted by the Tenderers for participation in this tender are given below:

1	TENDER NO. e-Tender id	ITD/AMC/2020-21/01 -
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	Date of NIT available to parties to download	02/03/2021 at 10.00 hrs

4	Start date for submission of online pre-bid queries	03/03/2021 at 10.00 hrs
5	Last date for submission of online pre – bid queries	08/03/2021 at 15.00 hrs
6	Estimated Cost	Rs.1,67,63,104/- (Rupees One Crore Sixty Seven Lakhs Sixty Three Thousand One Hundred and Four only) excluding ESI, PF and GST, for Three(3) years.
7	Earnest Money Deposit	Bid Security Declaration as per Annexure 1 or exemption certificate as per clause No 2.2(o) of ITB
8	Tender Fees	Rs.1120/- (Rupees One Thousand one Hundred and twenty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2(o) of ITB
9	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	10/03/2021 at 10.00 HRS
10	Date of closing of e-Tender for submission of Bid.	24/03/2021 at 15.00 HRS
11	Date & Time of opening of Technical Bid.	25/03/2021 at 16.00 HRS
12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	3 years starting from the date as indicated in work order/LOA.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

1.3. MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:

Financial Criteria:

- 1.3.1 The Bidder should have an average Annual financial turnover of Rs.15,95,220/- for the last 3 financial years 2017-18, 2018-19 & 2019-20.

The Bidder shall upload the copy of annual financial turnover for last 3 years (Auditors report in original certified by CA's those who having UDIN number including relevant profit & loss A/c and Balance sheet).

Note:

- i) If the bidder is already having ongoing contracts in NMPT, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2020. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.
- ii) {Eg: If the Average Annual Turnover of the bidder is Rs 3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs 10,00,000/- (Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPT of value Rs 4,00,000/- (Rupees Four lakhs only) in Annexure- VII, then the contractor can Bid only for the remaining Financial Capacity i.e Rs 6,00,000/- (Rupees Six lakhs only) }

Technical criteria

- 1.3.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

At least One similar completed work costing not less than the amount equal to **Rs.42,53,920/-** [Excluding ESI, PF & GST]

OR

At least Two similar completed works costing not less than the amount equal to **Rs.26,58,700/-** each [Excluding ESI, PF & GST].

OR

At least Three similar completed works costing not less than the amount equal to **Rs.21,26,960/-** each [Excluding ESI, PF & GST].

Similar work means “**Annual Maintenance contract of Computers/Laptops and its Peripherals(AMC/CMC)**” at any Port/Govt/PSU or any reputed organization.

- a) The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation.
- b) Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Annexure 3. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 3, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 3. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

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

- a. The works declared by the bidder in **Annexure 3** only shall be considered for technical qualification of the bidders. **LOA/Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation.**
- b. GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.

1.3.3 Legal entity –The bidder should a legal entity-A registered company under the company’s act with ISO9001, 27001 certification, not a consortium.

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

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

Note: The bidders who were Blacklisted/Debarred/Banned by any Government or Non-Government organizations are **not eligible** to participate for the subject work Tender.

The Tender document is also available in NMPT's website, www.newmangaloreport.gov.in. The intending Bidders may download the same for reference and submit the bid through online as per SoT & Important Instructions of **CPP Portal / NIC**.

However Bidder has to deposit the prescribed Tender document fee of **Rs.1120/- (Rupees One thousand one hundred twenty only)** as per SoT & Important Instructions.

- In case the tender document is downloaded from the website, the Tenderers are required to intimate the Sr. Dy. Director (EDP), NMPT about the same to enable correspondence with them if required.

E-mail : **shekhar.ps@nmpt.gov.in /asha.kumari@nmpt.gov.in**

Phone No : 0824-2887221 - Sr. Dy. Director (EDP)

0824-2887737 - Jr. Director (EDP)

- Amendments/further information etc. pertaining to the tender if any shall be uploaded only on the above mentioned website & CPP Portal/NIC NMPT Portal. Prospective Tenderer's are instructed to view these websites from time to time for any such notification.

2. INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF BID:

E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by FA&CAO on behalf of New Mangalore Port Trust from the reputed, bonafide, resourceful & experienced firms for the work of Comprehensive Maintenance contract Computers/Laptops and its Peripherals for a period of Three years at NMPT.

2.2 TENDER SUBMISSION:

- i. **Technical Bid** shall contain the following :
 - a) Bid Security Declaration – As per **Annexure -I** shall be uploaded along with the Technical Bid. Failure in submission of Bid Security declaration will render the Bidders disqualified, except in the case as per clause No 2.2(o) below.
 - b) TENDER FEE for Rs.1120/- (Rupees One Thousand one Hundred and twenty Only) inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2(o) below
 - c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and

rejected.

- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPT if any.
 - e) Particulars of Bidder as per **Annexure -II.**
 - f) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, **duly certified by Statutory Auditor** shall be submitted as per **Annexure-III.**
 - g) Financial Turnover – **Annexure -IV**
 - h) Tender Form as per **Annexure- V.**
 - i) Bank Details of the Bidder for E-Payment - **Annexure-VI.**
 - j) GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
 - k) Copies of profit and loss statements, balance sheet and Auditor’s report for the last three years.
 - l) Form of Declaration – **Annexure-VII**
 - m) Format for Power of Attorney: - **Annexure -VIII**
 - n) Pre Contract Integrity Pact – **Annexure -IX**
 - o) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
 - p) Details of ongoing contracts at NMPT – **Annexure- X**
 - q) Verification of Local Content – **Annexure -XI**
 - r) Undertaking on Indemnification – **Annexure – XII**
- ii. **PRICE BID:** Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded

after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Rate Quoted should be 1 year only, 2nd year rate is 5% escalation on 1st year rate and 3rd year rate is 5% escalation on 2nd year rate. Rate quoted should be excluding GST, PF and ESI

2.3 ELIGIBLE BIDDER:-

- a. The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 1.3
- b. All bidders shall provide the details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -3 & 4.
- c. Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- d. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:

Financial Criteria :

- a. The Bidder should have an average Annual financial turnover of Rs.15,95,220/- for the last 3 financial years 2017-18, 2018-19 & 2019-20.

The Bidder shall upload the copy of annual financial turnover for last 3 years (Auditors report in original certified by CA including relevant profit & loss A/c and Balance sheet).

- **Note:** If the bidder is already having ongoing contracts in NMPT, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending March 2020. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.
- {Eg: If the Average Annual Turnover of the bidder is Rs 3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs 10,00,000/- (Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPT of value Rs 4,00,000/- (Rupees Four lakhs only) in Annexure- VII, then the contractor can Bid only for the remaining Financial Capacity i.e Rs 6,00,000/- (Rupees Six lakhs only) }

Technical criteria

- b. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

At least One similar completed work costing not less than the amount equal to **Rs.42,53,920/-** [Excluding ESI, PF & GST].

OR

At least Two similar completed works costing not less than the amount equal to **Rs.26,58,700/-** each [Excluding ESI, PF & GST].

OR

At least Three similar completed works costing not less than the amount equal to Rs.**21,26,960/-** each [Excluding ESI, PF & GST].

Similar work means “**Comprehensive Maintenance contract of Computers/Laptops and its Peripherals**” at any Port/Govt/PSU or any reputed organization.

- a. The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full, duly signed and sealed by the statutory auditor with the UDIN number. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
- b. Self attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Annexure 3. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 3, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 3. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

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

- i. The works declared by the bidder in **Annexure 3** only shall be considered for technical qualification of the bidders.

LOA/Work orders/agreements other than the ones mentioned in this Annexure-3 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.

- ii. GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
- c. Legal entity – The bidder should a legal entity-A registered company under the company’s act with ISO 9001, 27001 certification, not a consortium. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have;
 - a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Trust or financial failures etc.

Note : The bidders who were Blacklisted/Debarred/Banned by any Government or Non-Government organizations are **not eligible** to participate for the subject work Tender.

The Tender document is also available in NMPT’s website, www.newmangaloreport.gov.in. The intending Bidders may download the same for reference and submit the bid through online as per SoT & Important Instructions of **CPP Portal / NIC**.

However Bidder has to deposit the prescribed Tender document fee of **Rs.1120/- (Rupees One thousand one hundred twenty only)** as per SoT & Important Instructions.

- In case the tender document is downloaded from the website, the Tenderers are required to intimate the Sr. Dy. Director (EDP), NMPT about the same to enable correspondence with them if required.

E-mail : **shekhar.ps@nmpt.gov.in**
asha.kumari@nmpt.gov.in

Phone No : 0824-2887221 - Sr. Dy. Director (EDP)
0824-2887737 - Jr. Director (EDP)

Amendments/further information etc. pertaining to the tender if any shall be uploaded only on the above mentioned website & CPP Portal / NIC NMPT Portal. Prospective Tenderer's are instructed to view these websites from time to time for any such notification.

2.5 LAST DATE FOR SUBMISSION OF TENDER:

NMPT may at its sole discretion reserves the right to extend the date for receipt of tender.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

- i. The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "**Power of Attorney**" from other partners or all the partners constituting the firm. **Such Power of Attorney shall be submitted in original.**
- ii. In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.7 TENDERER TO INFORM HIMSELF FULLY:

- i. The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, General Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Tenderer shall be

- deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc prior to quoting their bid.
- ii. The Tenderer is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Karnataka and Govt. of India and any other Statutory bodies as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with NMPT.
 - iii. Tenderer shall bear all costs associated with the preparation and submission of his tender and NMPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
 - iv. The Tenderer and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.8 BID SECURITY DECLARATION (Annexure-I):

- i) The Bidder is required to submit the Bid security declaration .The tender not accompanied with Bid security declaration shall be summarily rejected, except in the case as per clause No 2.2.1 (o).
- ii) In the event of forfeiting the Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.
- iii) The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at New

Mangalore Port trust duly informing the MSME authorities if applicable , if

- a. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b. the successful Bidder fails within the specified time limit to
- c. Sign the Agreement AND / OR furnish the required Performance security.
- d. Fail to commence the work on the specified date as per LOA/Work order.
- e. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
- f. If any information or representation submitted by Bidder is found to be false or incorrect.
- g. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.9 The Tender shall be accompanied by Tender Fee (non refundable) of **Rs.1,120.00** (Rupees One Thousand one Hundred and Twenty only) as stipulated in the tender. **The tender not accompanied with tender fee shall be treated invalid.** The benefit of Exemption of Tender fee to all micro and small Enterprises Registered with NSIC / MSME will be considered **as per clause No.10** of general Information and instruction to Bidders.

The Tender Fee shall be paid through RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Trust, Mangalore.

1. Name of the Bank: State Bank of India, Panambur, Mangalore-10.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

2.10 The firm may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port trust, if the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.11 The successful Bidder fails within the specified time limit to

- a. sign the Agreement or

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

2.12 In case the Firm has submitted MSME certificates for participating in the tender, then the firm may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port trust duly informing the MSME authorities, if

- a. The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b. The successful Bidder fails within the specified time limit to
 - i. Sign the Agreement or
 - ii. Fail to commence the work on the specified date as per LOA/Work order

2.13 ACCEPTANCE OF TENDER:

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

2.14 TENDER VALIDITY:

The Tender shall remain valid for acceptance for a period of **120 days** from the date of opening of Technical Bid. NMPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post, e-Mail or by Fax. However, in the event of the Tenderer agreeing to the request, he shall not be permitted to modify his tender.

2.15 AMENDMENT OF BIDDING DOCUMENTS:

- i. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum and the same will be uploaded on the CPP /Port websites.
- ii. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.

- iii. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.
- iv. The responsibility of downloading such addendum / amendment from NMPT website and CPP e-portal fully lies with the Bidder.

2.16 FORMAT AND SIGNING OF BID:

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

2.17 LANGUAGE OF TENDER:

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

2.18 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date.

2.19 TENDER CURRENCIES:

Price shall be quoted in Indian Rupees only and all payments will be

made in Indian Rupees.

2.20 CONTRACT WORK & CONTRACT PRICE:

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the Scope of work & Manpower schedules, etc. annexed hereto.

2.21 CONTRACT PRICE:

The Tenderer shall complete the appropriate price Schedules against **Bill of Quantities** included herein, stating the deliverables to be supplied under the contract. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of the contract and will not be subject to variation on any account.

2.22 TECHNICAL BID:

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

- i. A Covering letter along with RTGS & NEFT transaction details towards payment of **Cost of Tender** respectively shall be uploaded along with tender.
- ii. Addendum /Corrigendum if any, shall be uploaded with seal and signature.
- iii. Supporting documentary evidence of **work orders** and also Satisfactory **completion certificate with Contract Value of the work** issued by the client duly self-attested shall be uploaded. Copy of TDS certificate of the supporting work should also be uploaded. Profile of the Manpower resources to be deployed on site.
- iv. Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by **Chartered Accountant**.
- v. Copies of the following **Certificates/documents to be uploaded;**

- a. GST Registration Certificate
 - b. Employees State Insurance Registration Certificate
 - c. PF Registration Certificate
 - d. Copy of PAN card
 - e. ISO 9001 27001 certificate.
- vi. The following Annexures should be duly signed and uploaded;
- iii. **Annexure -I** -Bid Security Declaration
 - iv. **Annexure -II** Particulars of Bidder
 - v. **Annexure-III** Pre-Qualification Criteria
 - vi. **Annexure -IV** Financial Turnover
 - vii. **Annexure- V** Tender Form
 - viii. **Annexure-VI** Bank Details of the Bidder for E-Payment
 - ix. **Annexure-VII** Form of Declaration
 - x. **Annexure -VIII** Format for Power of Attorney
 - xi. **Annexure -IX** Pre Contract Integrity Pact
 - xii. **Annexure- X** Details of ongoing contracts at NMPT
 - xiii. **Annexure -XI** Verification of Local Content
 - xiv. **Annexure - XII** Undertaking on Indemnification

NOTE:

- i. Technical offer with counter condition shall be liable for rejection and disqualification.
- ii. The Bidder should not be black listed by any Government or Non-Government Organization. The black listed firms are not eligible to participate for subject work Tender.

2.23 TENDER OPENING & EVALUATION:

- a. **OPENING OF TECHNICAL BID:** Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.
- b. **SCRUTINY AND EVALUATION OF THE TENDER**
 - i. Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria

defined at 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid Security Declaration & Tender fee and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.

- ii. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- iii. A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, with out material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope , quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- iv. After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- v. To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in

writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

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

c. **OPENING OF PRICE BID:**

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

- 2.23.1 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 2.23.2 The Bidders has to quote the rate per YEAR for the subject work in the price Bid format- PART III excluding GST, ESI & PF.
- 2.23.3 The evaluation shall be done on the basis of **lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- 2.23.4 Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions) :-
- 2.23.5 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
- 2.23.6 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject

to Class –I local Supplier’s quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

2.23.7 In case such Lowest eligible Class – I local supplier fails to match the L1 price, the Class–I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

Note : The Class I local supplier/Class II Local Supplier shall submit the self-attested copy of Annexure 11 compulsorily along with the Bid clearly indicating the percentage of local content (local staffs that the contractor shall be deploying, in case the contract is awarded to him) and provide self-certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

- a. The Bidder whose bid is accepted by the Port Trust, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Trust as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Trust and the successful Bidder.
- b. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- c. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the

accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

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

2.23 **BID EVALUATION CRITERIA (BEC)**

The Tenderers has to quote the rate per year (a) for the subject work in the price Bid format excluding GST, ESI & PF. For evaluation of price bids & determination of lowest bidder, the grand total amount shown in the price bid (**exclusive of GST, ESI & PF**) will only be considered. Second year rate will be 5% escalation on First year cost and third year rate will be 5% escalation on Second year cost.

Comparison and Evaluation of Price Bids will be based on the Grand Total of amount quoted by the Tenderers as per price bid excluding GST, ESI & PF. Applicable GST, ESI & PF shall be paid extra to the Contractor on submitting relevant documents. The Tenderer whose Price Bid is found to be the lowest and/or beneficial to the Port Trust shall be considered for award of Contract.

2.24 **AWARD OF CONTRACT:**

Letter of Acceptance (LOA) will be issued to the successful Tenderer. The successful Tenderer shall be required to execute an “**Agreement**” on stamp paper of value **Rs.100/-** at their cost in the format approved by the Port Trust as in the **ANNEXURE-XII** of Tender Document, and the Contract agreement shall be signed between the Port Trust and the successful Tenderer **within 14 Days** from the date of issue of LOA. The commencement of the contract shall come in to force from the 15th day of issue of Letter of Acceptance. The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder.

2.25 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- a. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the “ letter of acceptance”) will state the sum that the employer will pay the

contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the “contract price”).

- b. The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security.
- c. The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 13 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Trust and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.26 **PERFORMANCE SECURITY** for a sum equivalent of 03% of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore in the approved format within 28 days from the date of issue of LOA/Work order. The Bank Guarantee shall also be encasheable at Mangalore branch. The Bank Guarantee shall be kept valid for the total contract period of three years plus Six Months claim Period. Thereafter, the total of 03% of Performance Security shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No 3.8. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus Six Months claim period.

Note:- 1.The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of

0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

2.27 CORRUPT AND FRAUDULENT 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 3 (three) 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

(e) “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.

** **

3. GENERAL CONDITIONS OF CONTRACT

A. GENERAL:

3.1 DEFINITIONS:

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms;

- a. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- b. The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause No. 3.2(iii).
- c. The **Contract Data** defines the documents and other information which comprise the Contract.
- d. The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- e. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- f. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

- g. **Days** are calendar days, **months** are calendar months.
- h. A **Defect** is any part of the Works not completed in accordance with the Contract.
- i. The **Employer** is the party who will employ the Contractor to carry out the Works.
- j. The **Site** is the area defined as such in the Contract Data.
- k. The **Engineer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- l. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
- m. A **Variation** is an instruction given by the Engineer or his nominee which varies the Works.
- n. The **Works** are what the Contract requires the Contractor to Supply, maintenance and turn over to the Employer as defined in the Contract Data.
- o. **“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (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.
- p. **“Class-I Local supplier”** means a Supplier or Service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- q. **“Class-II Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

- r. **“Non Local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- s. **“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%.
- t. **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- u. **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- v. **“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 INTERPRETATION:

- i. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- ii. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- iii. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Acceptance.

- c. Contractors Bid
- d. Contract Data
- e. Conditions of Contract including Special Conditions of Contract.
- f. Specifications
- g. Drawings, if any
- h. Bill of quantities and
- i. any other documents listed in the Contract Data as forming part of the Contract.

3.3 LANGUAGE AND LAW:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

3.4 ENGINEER OR HIS NOMINEES DECISION:

Except where otherwise specifically stated, the Engineer or his Nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

3.5 DELEGATION:

The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

3.6 COMMUNICATIONS: Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

3.7 PERSONNEL:

The Contractor shall employ the personnel as Onsite Support Resource as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

If the Engineer or his nominee asks the contractor to remove a person who is a member of the contractor's staff of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

3.8 EMPLOYERS AND CONTRACTORS RISKS:

The Employer carries the risks which this Contract states are Employer's risks and the contractor carries the risks which this Contract states are contractor's risks.

3.9 EMPLOYERS RISKS:

The Employers risks are

- a. in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 1. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 2. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 3. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 4. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 5. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 6. Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.

- b. loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - 1. could not have reasonably foreseen, or
 - 2. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - i. prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - ii. insure against.

3.9 CONTRACTORS RISKS:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

- I. The Contractor is liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against NMPT on this work, the Port Trust shall have right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- II. The Employer (NMPT) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

3.10 INSURANCE:

The insurance shall be as follows;

1. All the men/women to be deployed by the Contractor for performing the contract shall be insured against injury/accidents/death by the Contractor at his own cost.
2. The Contractor shall indemnify New Mangalore Port Trust against all losses and claims, in case of death or injury caused to any person by him during the execution of the work.
3. The Contractor shall effect and maintain the following policies at no cost to NMPT, during Contract period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).
 - a. 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.

- b. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer i.e., NMPT against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and

expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

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

- c. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- d. **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.
- e. The Contractor shall submit to the Employer;
 - i. Evidence that the insurances described above have been effected and
 - ii. Copies of policies for the insurances described in the clauses have been submitted.
 - iii. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- f. 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.
- g. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related

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

3.11 INSTRUCTIONS:

The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

3.12 RESOLUTION OF DISPUTES:

3.12.1 Informal dispute resolution

- a. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the Parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- b. Any dispute arising out of or in connection with the Agreement shall in the first instance be dealt with in accordance with the escalation procedure as set out for Project Governance Mechanisms

3.12.2 Mediation:

In case the escalations do not help in resolution of the problem within 2 (two) weeks of escalation, both the Parties should agree on a mediator for communication between the two Parties. The process of the mediation would be as follows:

- i) Aggrieved Party should refer the dispute to the identified mediator in writing, with a copy to the other Party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable;
- ii) The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment;

- iii) If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to experts for advising on the issue.

3.12.3 Expert Panel:

In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:

- i) Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator;
- ii) Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute;
- iii) The expert panel shall use his best endeavours to provide a neutral position on the issue; and
- iv) If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.

3.12.4 Arbitration:

- a. Any dispute or difference whatsoever arising between the Parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the informal dispute resolution mechanism, through mediation and through the resolution through expert panel, as mentioned above, shall be referred for arbitration in accordance with the provisions set forth herein.
- b. The arbitration proceedings shall be carried under the Indian Arbitration and Conciliation Act, 1996 and any

statutory modification or re-enactment thereof. Such disputes shall be referred to a sole arbitrator as mutually agreed upon between the Parties. If the Parties fail to agree on the arbitrator within 30 (thirty) days from receipt of a request by one Party from the other Party to so agree, sole arbitrator shall be appointed by the Hon'ble High Court of Karnataka or any person or institution designated by the Hon'ble High Court of Karnataka upon the request of a Party.

- c. Arbitration proceedings shall be held in Mangalore and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- d. The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by Nodal Agency and the Implementation Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- e. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award.

3.13 DELAYS ORDERED BY THE ENGINEER OR HIS NOMINEE:

The Engineer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

3.14 MANAGEMENT MEETINGS:

1. Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a

management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2. The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

3.15 EARLY WARNING:

1. The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
2. The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

3.16 IDENTIFY DEFECTS:

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

3.17 **BILL OF QUANTITIES:**

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

3.18 **VARIATIONS AND ITS VALUATION:**

- i. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows;
 - a. Increase or decrease the quantity of any work included in the contract.
 - b. Omit any work included in the contract.
 - c. Change the routes, position and dimensions of any part of the work.
 - d. Execute extra and additional work of any kind necessary for completion of the works.
- ii. No price escalation is allowed. The rate(s) quoted against the work shall remain firm during the entire contract period. Any change in Forex/rate shall not be considered for price variation.
- iii. The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

3.19 **COMPENSATION EVENTS:**

The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable;

- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- d. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- e. Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the Contractor will notify the employer, within 14 days in writing. If a compensation event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much the Intended Completion Date shall be extended.

3.20 **EXECUTION:**

The Contractor shall carry out “**Comprehensive Maintenance contract of Computer/Laptops and its peripherals**” from the 7th day of issue of LOA, and the same may be extended for a further period of one year as mutually agreed under the same rates, terms & conditions.

3.21 **COMPLIANCE WITH STATUTES & REGULATIONS:**

The Contractor shall fulfill all obligations under various labour laws in force and as amended from time to time regarding deployment of engineers in respect of the services provided under the contract. The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. Authorities, Pollution Control Boards, Labour Enforcement and Local Authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State Legislation as well as any By-Laws of any Local Authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen’s Compensation Act, Employees’ Provident Fund and Family Pension Fund Act, Employees’ State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act whatsoever in force if these are applicable and

keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Contract shall be deemed to include all expenses in the offer whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. Any obligations findings or otherwise missed under shall be the responsibility of the Contractor and NMPT will take no responsibility for the same. The Contractor shall make necessary arrangements for the Employer to witness the payment made by the Contractor to his staff and labour.

The Contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by him and NMPT shall not be party to any dispute arising out of such deployment by the Contractor.

3.22 INDEMNIFICATION:

The Contractor shall agree and undertake (ANNEXURE-VIII) to indemnify, keep indemnifies, depended and hold harmless the NMPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor shall also agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPT 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 Trust 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 NMPT 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.
- iv. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPT 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.

3.23 DEDUCTION:

- i. Deduction of taxes at source shall be made from any bills of the Contractor in accordance with the prevailing rules of Govt./New Mangalore Port Trust.
- ii. While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Trust property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damages, New Mangalore Port Trust shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- iii. Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.
- iv. The Contractor shall be accountable for all losses occurring during the contract period due to negligence or mal-operation of

the systems by his staff. The quantum of loss as determined by Engineer-in-Charge shall be conclusive. Such losses shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

3.24 VARIATION IN CONDITIONS OF CONTRACT:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions. In case of any variation in the tender document which was downloaded by the bidder from the web site, the former shall prevail. For Agreement purpose, the tender document, which is uploaded by the Department, shall be used. It may please be noted that at any time prior to the dead line for submission of Bids, New Mangalore Port Trust may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by amendment/issue of addendum. In such cases, New Mangalore Port Trust may, at its discretion, extend the dead line for submission of bid. The Bidders who wish to download the tender document from the web site are strongly advised to visit the site for such amendments/addendum and note that New Mangalore Port Trust shall not be responsible to intimate them about such amendment/addendum.

3.25 VARIATION IN PRICE OFFER:

In case of variation between the amount quoted in words & figures, the amount quoted in words shall prevail and in case of variation between rate and amount, the quoted rate shall prevail.

3.26 PERSONAL PROTECTIVE EQUIPMENT:

The Contractor shall be responsible for taking precautionary measures for the safety of the workmen working under him and the responsibility arising due to any mishap during the execution of work, payment of any compensation etc., lies entirely on the part of the Contractor. Safety Items/Jackets etc., required while working are to be provided by the Contractor.

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his employees and he shall also ensure the use of PPE or any other equipment as required depending on nature of work by his staff at site.

3.27 CONDUCT:

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

3.28 POLICE VERIFICATION:

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 Engineers' residential area. Police verification document is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state.

3.29 ACCIDENT:

- i. 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 Engineer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.
- ii. The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

3.30 CONTRACT AGREEMENT:

The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (Rs.100/-) Non-Judiciary Stamp Paper in the proper departmental format (Annexure-II) for the due and proper

fulfillment of the contract within 14 days from the date of Letter of Acceptance.

Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Engineer-in-charge's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days from the date of issue of Letter of Acceptance failing which he will not be permitted to commence the work. But the contract period shall normally be reckoned from the date of issue of Letter of Acceptance.

- i. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.100/-).
- ii. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name and stamped.
- iii. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- iv. If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- v. The entire agreement should be in type written form/ computer printed form.
- vi. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- vii. All corrections/ additions made in the agreement are to be initialed.

The successful Bidder shall be required to furnish a **Performance Guarantee** by way of Bank Guarantee (BG); it shall be issued by a Nationalized / Scheduled Indian Bank acceptable by NMPT. The BG shall

be issued in favour of FA&CAO, New Mangalore Port Trust as per the specified format at ANNEXURE-XIV, for a sum equal to 3% of the contract value plus GST, within 21 days from the date of issue of LOA. The Performance Bank Guarantee shall be valid up to 90 days beyond the date of the contract period and the same shall be en-cashable. The total of 3% of Performance Security Deposit plus applicable GST submitted in the form of Bank Guarantee will be returned to the Contractor within a month after expiry of Guarantee period or after the rectification of defects whichever is later. In case of unsatisfactory performance, the Performance Security Deposit will be withheld/ forfeited. Failure to comply with the above requirements shall constitute sufficient grounds for cancellation of the award of work.

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

3.31 **UNDERTAKING BY THE CONTRACTOR IN THE PRICE BID:**

Having understood all the terms and conditions of the tender document, we hereby confirm that the price offered by us is a firm price and excluding applicable GST.

3.32 **PAYMENT TERMS:**

- i) **100%** of payment along with applicable ESI, PF, GST will be released within 15 days from the date of submission of quarterly bill/Tax Invoice along with a copy of **maintenance schedule and attendance register of the contract staffs. Also the Contractor has to submit the receipt of ESI and EPF contribution paid to their staff & extract of wage payment Register and Bank Statement of the Contractor for the month for which the Contractor submits the bill, as documentary evidence.** Any increase in minimum wages along with ESI & PF will be paid to the Contractor by NMPT based on notification of the revision of wages issued by the ALC/ other

competent authority. However, no advance payments shall be made.

ii) **Provident Fund & ESI:**

The Contractor has to remit the PF & ESI contribution regularly to the concerned department for the staff engaged by him. The EPF and ESI contribution on the part of the employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer in- charge to the Contractor on actual basis.

iii) In case the Notice for noncompliance is received from the appropriate agencies (i.e. PF & ESI), the amount due will be deducted from the Contractor's bills and other monies available with the Port.

iv) The deployed personnel have to attend the duty. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor, failing which deductions will be made from Contractor's bill as applicable.

3.33 No interest on account of delayed payments:

Any claim for interest will not be entertained by the NMPT 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 NMPT in making payment. Further no interest will be paid on Retention money of Performance Security amount.

3.34 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.

i. The Contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPT for reimbursement by the Port. The Contractor/tenderer shall file the applicable returns with tax

Departments on time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. If any ITC lost due to non-filing of GST return same will be recovered from Contractor.

- ii. The Contractor shall have the Registration with EPFO & ESIC. The EPF & ESI contribution on the part of the Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of the Employer paid by the Contractor shall be reimbursed to the Contractor on actual basis.
- iii. The Contractor shall submit monthwise Electronic challan cum Returns (ECR) & submit its reference number (TRR NO.) along with the bills for payment.

3.35 RECORD OF ATTENDANCE:

The Contractor will obtain Biometric RFID cards for each of his/her employee, from the Division. These RFID card details will be recorded for the purpose of attendance in the Port IT system and intimated to the 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.

3.36 IDENTITY CARD:

NMPT will issue blank RFID card with Biometric verification system to each employee of the outsourced contract as per the applicable charges, purely for the purpose of attendance records. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

3.37 MAINTENANCE OF RECORDS/REGISTERS, INSTRUCTION BOOK:

- i. The Contractor shall maintain the Maintenance Registers, Attendance Register for the staff and Operational Register in the prescribed format

of NMPT and same shall be checked and verified by Engineer i/c. or his representative. The monthly report of the system shall be submitted by the Contractor to Engineer i/c every month along with the bill.

- ii. 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. The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

3.38 PAYING AUTHORITY:

The Contractor should submit the quarterly bill in triplicate along with the consolidated statement to the paying authority. The payment of bills will be made on the submission of the following documents by the Contractor;

- i. Register of Payment of wages.
- ii. Register of Attendance.
- iii. Claim for statutory and other levies to be supported with requisite documents / proof of payment for EPF/ESIC
- iv. Bank Guarantee for advance, if any.
- v. Proof of Payment of wages (Copy of the bank statement of Contractor).
- vi. Any other document / certificate that may be provided for in the contract.

3.39 PAYMENT OF WAGES:

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates

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

- a. The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off).
- b. The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence like bank statement of the contractor shall be furnished along with the bills.
- c. Wages, OT etc paid shall be entered in personnel register
- d. **The minimum wages per day applicable as on 01.10.2020 as per Minimum Wages Act, 1948 are**
 - (a) Shift Manager : Not less than Rs.777/-
 - (b) Skilled : Rs.707/-

Note : The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

- e. Any shortage of manpower than the prescribed number, penalty as per clause No 3.55 of SCC shall be applicable and same shall be deducted from contractors monthly bill.
- f. The clause No 3.55 is not applicable for weekly day of rest for the contract workers and Shift Manager.

3.40 **WELFARE MEASURES - EPF, ESI etc:**

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

- h. All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act,1948”.
 - i. The EPF & ESI contribution of the employees and immediate employer’s contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor. However, the immediate employer’s contribution towards ESI &PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made to such authorities.
 - j. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt, whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of NMPT.
- 3.41 The personnel have to attend the duty as per the roaster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which penalty as per clause No 3.55 of SCC is applicable.
- 3.42 The Contractor shall be accountable for all losses occurring during the contract period due to negligence or faulty maintenance of the systems by his staff.
- 3.43 The Employer (NMPT) 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.
- 3.44 **TERMINATION OF THE CONTRACT:**
- a) 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 NMPT (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPT 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, NMPT shall

be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPT shall be entitled to:

- i. forfeit the Performance Guarantee as it may consider fit;
 - ii. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPT is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPT in getting the work done and damages which NMPT may sustain as a consequence of such action.
- b) If the extra expenditure incurred by NMPT 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 NMPT under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPT, in consequence on such recoveries or termination of the contract, as stated above.
- c) 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, NMPT will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- d) Further, NMPT may terminate/pre-close the contract at its convenience, if found necessary, by giving a notice period of Ninety days (90) days. The contractor shall not have right of any claim on NMPT on account of such termination.

3.45 **DEBARRING OF BUSINESS DEALINGS:**

- a. In the event of premature termination of contract in terms of provisions of clause 3.56 NMPT shall also be entitled to **debar** the

contractor for participation in future tenders of NMPT for a period of three (03) years duly intimating MSME if applicable.

- b. Further, in case if it comes to the notice of NMPT 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 NMPT at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years duly intimating MSME if applicable.

3.46 **POLICE VERIFICATION**

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

3.47 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.

3.48 **INSURANCE**

The Contractor shall effect and maintain the following policies at no cost to NMPT, 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 Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the 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.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract

labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- 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 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.

3.49 **UNIFORMS:**

The staff deployed by the Contractor shall be in distinct uniform with logo of the firm embossed. Samples of the uniform are to be approved by the Contract Operation Authority prior to the commencement of the Contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

Particulars	Periodicity
Uniform – 2 pair of Shirt & Pant of Terrycot fabric Shirt- Grey Colour Pant-Black Colour	Once in a Year

3.50 **TOOLS & TACKLES:**

All tools, accessories, hardware-kit, terminal, connector, multi-meter etc. desired for the testing and repairing at site shall be supplied and maintained by the firm on its own cost.

3.51 **RISK CLAUSE:**

Notwithstanding the other terms therein, the Port at its option will be entitled to terminate the contract and to avail service from elsewhere at the risk and cost of Contractor either the whole of the contract or any part which the Contractor has failed to perform in the opinion of the Port within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The Contractor shall be liable for any loss which the Port may sustain by reason of such risk in addition to penalty.

3.52 **INSOLVENCY & BREACH OF CONTRACT:**

The Port may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events;

- i. If the Contractor being an individual or a firm if any partner in the Contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into and arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

- ii. If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- iii. If the Contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Port provided also that the Contractor shall be liable to pay the Port for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
- iv. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Port shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Port shall have the right to immediately terminate the agreement.

Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Port including but not limited to;

- i. Theft or pilferage of property of NMP
- ii. Fire, flooding, breakage or damage
- iii. Violence or physical attack on the Campus
- iv. Any act or incident which may prove detrimental to the interests of NMP -the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the NMP Authorities shall be final in such matters.
- v. The Contractor shall pay any claim made by the Port for any deficiency (both tangible and intangible) in service. Such

amount may also be deducted from bills payable to the Contractor. It may be noted that the Port shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Port are fully settled. If the claim of the Port could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by NMPT.

3.53 WARNING CLAUSE:

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

- i. First complaint -Verbal warning
- ii. Second & Third complaint -Written warning/Show cause notice
- iii. Fourth & Fifth complaint -Deduction of ¼ amount of the monthly bill.
- iv. Sixth complaint -Issue of show cause notice for Termination of contract and PBG of the contract will be forfeited.

3.54 PERSONNEL:

The Contractor shall submit the profile of the personnel engaged by them for the contract within 7 days from the date of Issue of LOA so as to verify the qualification, experience etc. The contractor shall post manpower resources only after the approval of the Engineer-In-Charge of the Contract. The Contractor shall deploy man power resources as detailed in the table below.

Sl. No	Designation	Qty	Work experience	Qualification	Duties description

1	IT Security Engineer	1	Three years of experience in Cyber security Incident analysis, maintenance of an information security register, monitor and reporting of System Security vulnerabilities, working experience in Firewalls / UTMs/Networking monitoring systems, handling of service requests with OEMs.	Degree in Computer Science & Engineering / Information Science /Information Security. The candidate must have industry standard certifications like CCNP(Security) /Certified Ethical Hacker (CEH) / Palo Alto Networks Certified Network Security Engineer (PCNSE)/Check Point Certified Expert (CCSE)/Juniper Networks Certified Professional, Security(JNCIP-SEC)/CompTIA Security+/Forti net Network Security Professional (NSE 4 or above)	Installation and configuration of End point security solutions, Cyber security Incident analysis, submission of IT security incident reports, understanding of various Cyber-attacks, determine emerging threat patterns and vulnerabilities, maintenance of an information security register, monitor and reporting of System Security vulnerabilities, Handling of Firewalls /UTMs, service requests with OEMs.
2.	Data Centre Supervisor	3	Three years of experience in Data Centre Monitoring	Diploma in Computer Science/Information technology/Information Security/	Preliminary checking of Production Servers, UPS, Systems, Core Switches and Data Center accessories. Log recording, Monitoring of various ISP internet leased

				Electronics and Communication	circuits, Monitoring of Bandwith, UPS Logs, Reporting abnormal conditions to the concerned officers/vendors as per the defined Escalation Matrix.
3	Web Site Maintenance Engineer	1	Three Years Experience in Website design and maintenance, should have knowledge in Content Management System, Adode Dream viewer CS3 HTML 9.0, PHP, Webservers, Javascript and CSS to maintain and update the content of website	Engineering Degree in Computer Science/ Information Technology with Three years experience Or Diploma in Computer Science/ Information Technology with Five years experience.	Maintain the Website of NMPT, and is responsible for the Minor alterations, updations of website, and Content Management.
4.	Service Engineer	4	Three years experience in maintenance of Computers, laptops, and its peripherals, UPS, Printers, Scanners, Projectors, Video	Diploma in Computer Science /Information Technology.	Attending all the break down calls, preventive maintenance, Trouble shooting of Office automation applications/ Operation System of various types,

			Conferencing devices, office automation applications and System Software		VMwares/ Linux, Virus Removal techniques, Data Recovery, Accessing/ configuration of URLs, IPOMIS, iPOS HMS, JAVA, ORACLE application and data base and it's drivers, Installation of any application software and system software / Hindi Fonts – software related to official language Hindi, Replacing the batteries,L1 support for warrantee system, Handling Service requests with OEMs, Video Conferencing.
5.	Call co-ordinator	1	Two years experience as call co-ordinator.	Any Degree with proficiency in computers and Office Automation applications.	Receive and register Complaints related to hardware/software/networking and prepare Daily /Weekly /Monthly reports as required by the Port, assign service engineers to attend calls and maintain feedback reports, call registers,

					housekeeping of unserviceable items. The help desk coordinator should submit the monthly/weekly report for System Shifted to different locations, up gradation done, standby provided and spares replaced.
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The manpower deployed by the Contractor under this contract shall be the employee of the Contractor and in no circumstances shall ever have any claim of employment with the New Mangalore Port Trust.

3.55 PENALTY:

Failure to rectify a down system (Desktops, Laptops, Printer & Scanner, Projectors) for more than two working days (after logging the complaint) for any reason like non availability of spares, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of @100/- per item per day from the date of failure of the system. This amount shall be deducted from the running payment without any notice to the firm.

Failure to rectify a down system (UPS, VC System) for more than two working days (after logging the complaint) for any reason like non availability or spares, non-availability of Maintenance Engineer will be taken seriously and shall attract penalty of @200/- per UPS from the date of failure of the system. This amount shall be deducted from the running payment without any notice to the firm.

Failure to deploy a manpower resource, a penalty shall be twice the one day wage of that particular resource shall be deducted from the quarterly

bills.

3.56 TERMINATION:

The employer may terminate the contract if Contractor causes a fundamental breach of the contract. Fundamental breaches of contract include, but shall not be limited to the following;

- a. The Contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge.
- b. The Engineer-in-Charge instructs the Contractor to delay the progress of the work and the instruction is not withdrawn within 28 days
- c. The Contractor becomes bankrupt
- d. The Engineer-in-Charge gives Notice to the Contractor and the failure to correct a particular defect is a fundamental breach of contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge.
- e. The Contractor does not maintain a security which is required.
- f. If the Contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

3.57 **TERMINATION FOR DEFAULT:**

1. The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part;
 - a. If the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board.
 - b. If the Contractor fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Contractor.
 - c. If at any point of time it is found that the documents submitted by the bidder is false, appropriate action will be taken to forfeit the SD and BG along with banning the business for the period of Three (03) Years.
 - d. In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work through any other Contractor and the Contractor whose contract is terminated shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
 - e. In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of New Mangalore Port Trust.
 - f. The contract may be terminated by NMPT by giving written notice to the Contractor, at least 90 days in advance and Contractor shall not have right of any claim on NMPT on account of such termination.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and exclusive of applicable GST. The Employer shall not provide any concessional “C” or “D” Form.
- 4.2 The Tenderer should submit **valid GST, ESI, PF Registration certificates and PAN card** along with the tender. The Tenders without the same shall be liable for rejection and disqualification.
- 4.3 **Contractor’s Working Area/Accommodation:**
No accommodation will be provided by the Port. Accommodation will be provided to the staff during AMC period based on the availability, on payment as per NMPT rules. The Contractor, shall except when authorized by the Engineer, confine his men, materials and plant in the site of which he is given possession. The Contractor shall not use any part of the site for Purpose not connected with works unless the prior written consent of the EIC.
The office space will be provided to keep all the spare parts, computers, laptops and other accessories related to the work.
- 4.4 **Welfare Facilities:**
The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
- 4.5 **Precautions to be taken:**
It will be entirely the Contractor’s responsibility to provide personal

protective equipment to his staff and labour force, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The Contractor shall take insurance Policy covering all type of risks of all the personnel engaged by them for this Service Contract and the same shall be produced to the Engineer i/c for verification. The Insurance is to be taken from the date of commencement of work and same to be renewed as per validity.

4.6 **Permission for Port Entry:**

RFID Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued as per existing rules.

4.7 Major Port Trust Act - 1963, 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.

4.8 The Contractor shall ensure smooth operation and maintenance of Computer and its peripherals throughout the contract period by continuously monitoring the condition and manpower systems during the operation and regular maintenance of these systems as and when required. Any abnormal condition noticed in any facility / system / equipment is to be immediately reported to the EIC or his representative.

4.9 The Contractor shall comply with all the **Central State and Municipal Laws and Rules** and shall be solely **responsible** for complying with the provisions of the **Contract Labour (Regulations & Abolition) Act**, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act.

The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPT 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.

- 4.10 The Contractor is liable to pay all Statutory Compensation to the Labourers /persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Trust on this work, the Port Trust 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.
- 4.11 The Contractor shall indemnify the Port Trust for any claim made towards statutory default or any action due to non-fulfillment of the statutory obligations towards **E.P.F., ESI** etc.
- 4.12 The date of commencement of the contract shall be effective from the 7th day of issue of LOA.
- 4.13 The Contractor shall engage the personnel as per clause No.3.56 of the tender during the contract period. In case of failure of any Manpower to report on duty, applicable penalty shall be levied as per clause No.3.55
- The Contractor should grant to all the deployed workers one day weekly off and all National Holidays, and if he fails to do so the Contractor should make substitute arrangement. If the deployed persons are working on National Holidays they should be paid double wages without claiming any additional cost from NMPT.
- 4.14 If any contract workers are engaged to continue the next shift duty in addition to his 8 Hrs duty, the Contractor should pay applicable wages as overtime for the extra duties performed beyond 8 Hours in a day without claiming any additional cost from NMPT.
- 4.15 No cooking is permitted inside the working area. 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 EIC or his representative.
- 4.16 Contractor's person 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.

- 4.17 The Tenderer shall be responsible for taking precautionary measures for the safety of the workmen working under him and the responsibility arising due to any mishap during the execution of work, payment of any compensation etc., lies entirely on the part of the Contractor. Safety Items required while working are to be provided by the Contractor.
- 4.18 If the performance of the Contractor is found to be unsatisfactory, NMPT shall give in writing by giving 30 days' notice period for improving the performance. In the event of continual unsatisfactory performance or noncompliance with any of the provisions of this contract, NMPT reserves the right to cancel the contract and forfeit the security deposit by giving 120 days' notice. The bidder shall give an undertaking that he will abide by the terms and conditions of the contract and employ required number of eligible personnel within the stipulated period mentioned in the LOA, failing which the contract terminated and the bidder **debarred from participating** in the tendering process at the port for a **period of 2 years** from the date of termination of contract.
- 4.19 The Contractor shall upon direction by the Engineer-in-charge remove forthwith from the works any persons employed for the execution of contract, who in the opinion of the Engineer-in-charge misconduct himself or is incompetent or is negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable and such persons shall not be re-employed on the works without the written permission of the "Engineer-in-charge". Any person so removed from the works shall be replaced without delay by a competent substitute approved by the "Engineer-in-charge".
- 4.20 **Labour:**
- a. The Contractor shall make his own arrangements for the engagement of Technicians for doing the work at site or in respect of or in connection with the execution of work as also for the transport,

housing, feeding and payment thereof.

- b. The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-Contractor/s, his/their servants, agents or employees.
- c. The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.
- d. The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and other customs.
- e. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- f. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- g. The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and reenactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act, Minimum wages Act, Provident Fund Regulations, Employees Provident Fund Act etc., and sanitary arrangement for the said Act. Health and Sanitary Arrangements for workmen. Insurance and other benefits, etc., and shall indemnify and keep the Employer indemnified in case any proceedings are taken/

commenced by any authority against the Employer for any contravention of any of the laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

- h. The Contractor shall maintain the records prescribed under ESI regulations and make the contribution towards ESI in respect of persons employed by the Contractor. The Contractor shall also make available such records for inspection by ESI inspector during the inspection and furnish copies of all such records to the Employer regularly.
- i. The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for Mangalore District payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer whichever may be higher. The minimum wages shall be paid per worker per day as per prevailing wages.
- j. The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourer had been directly employed by him.
- k. The Contractor shall, before he commences the work, display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages

which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.

1. The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Employer and the Conciliation Officer(Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall inter alia include the following particulars of each worker;
 - i) Name, works number and grade.
 - ii) Rate of daily or monthly wage
 - iii) Nature of work on which employed
 - iv) Total number of days worked during each wage period.
 - v) Total amount payable for the work during each wage period.
 - vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
 - vii) Wage actually paid for each wage period.

- m. The Contractor shall provide a wage slip for each worker employed on the works.
- n. The wage records and wage slips shall be preserved by the Contractor for minimum period of 12 months after the last entry or such time as the Employer may fix in that behalf.
- o. The Contractor shall allow inspection of the aforesaid Wage Records and Wage slip to the Employer at a convenient time and place after notice is received by him from the Employer demanding such inspection.
- p. The Employer or any other person authorised by them on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clauses. The Employer shall also have the power to investigate into any complaint regarding any default made by the Contractor in regard to such

provision.

- q. A workman shall be entitled to be represented in any investigation or enquiry against him by;
 - i) An officer of a registered Trade Union of which he is a member.
 - ii) An officer of a federation of Trade Unions to which the Trade Union referred to in previous sub-clause is affiliated.
 - iii) Where the worker is not a member of any registered Trade Union by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.
 - iv) The Contractor shall be entitled to be represented in any investigations or enquiry under this clause by an officer of an Association of Employers of which he is a member.
 - v) No party shall be represented by a legal practitioner in any investigation or enquiry under this clause unless all parties agree.
- r. The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O convention (No.62) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances goggles, helmets, masks, etc. to the workmen and the staff.
- s. Contractor shall furnish particulars of all labour proposed to be employed by him on the works in NMPT area indicating their names, father's name, present address, permanent address and two photographs. This is in addition to other requirements regarding security passes etc. if any.
- t. The engineer-in-charge shall have the right to withhold for the benefit of the worker or workers from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the regulations.

- u. For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.
- v. The staffs deployed for the Operation and maintenance of computer /laptop and its peripherals shall be as per the qualifications prescribed at clause No 3.55 of scope of work in this tender document. If any staffs deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned staff doesn't change his 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, penalty as per clause No 3.55 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.

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. Same shall be ensured by the Contractor. Further, the contractor shall ensure that, the deployed staffs are not affiliated to any unions etc.

4.21 **Transportation.**

The contractor shall make his arrangements for the transport within the premises to carry/shift Desktops/Laptops or its peripherals during the execution of work.

The contractor shall not use Port Vehicle to carry out the work without the prior approval of the EIC.

4.22 **Confidentiality**

The Contractor shall treat the details of the

Data Centre/Data/Security Infrastructure of the Port as private and confidential, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. The contractor shall sign Non-Disclosure Agreement before the commencement of the Contract.

5. SCOPE OF WORK

- a) The contractor shall provide comprehensive hardware & System software maintenance support for all personal computers, printers, UPS, scanners and other hardware listed at annexure-I and annexure II and subsequently purchased and warrantee completed.
- b) The vendor is liable to install/update Anti-virus software procured by the Department for all the Desktop Computer/Laptops installed herein. The Vendor shall update and remove the viruses from CPU/LAN Network system of the desktop computer, if any.
- c) The vendor shall carry out preventive maintenance service every three month for the Desktop Computers / peripherals which would include
 - (i) Scanning of the Hard Disk Drive for bad sectors i.e. outdated/expired, the same has to be updated/installed with new one
 - (ii) checking and cleaning of keyboard / mouse for proper operation
 - (iii) Cleaning of printer, checking its driver, functioning and to ensure proper printing on paper.
- d) Maintenance includes Maintenance of Conference Room devices like Projector, Speaker and all other related equipment, and all software related to user operations like as video conferencing software, MS Windows, Linux, MS Office, also Antivirus Security Software support.
- e) Comprehensive Maintenance Contract (A.M.C.) would be comprehensive i.e. including cost of new/ original spares for proper functioning of all systems and sub-systems. If any part gives repeated problem i.e. two repairs in a maximum period of one month time then whole system must be replaced immediately.

- f) The vendor shall provide all assistance in up-gradation of hardware / software as and when required during the period of A.M.C.
- g) Software support with reference to installation of different kinds of Operating system , presentation software, MS Office, antivirus, application URLs etc. or any latest version of the same, support be provided in case of any problem is reported by the user.
- h) Response time in call registered should not be more than 24 hours from the time of reporting of major fault by the User. In case of failure on the part of vendor to put the system (Computer/Printer/Router/etc.) in working condition, a penalty of Rs.100/- per day per device shall be imposed which will be deducted from the quarterly payment of the A.M.C. to the vendor. However, the penalty clause will not be applicable if a standby system/ computer peripheral is provided by the contractor firm.
- i) The Resident Engineers deployed by the vendor shall attend to all the calls on the same day of lodging a complaint failing which penalty as proposed above will be levied and deducted from the bill submitted during the quarterly period.
- j) Whenever during the period of the maintenance contract, the service of the company is found to be violating any of the conditions governing the Maintenance Contract; this office has the right to terminate the contract immediately without any compensation.
- k) If required, services may be executed on Saturday/Sunday and Holidays, and after office hours also to complete the task with prior intimation to the department.
- l) The A.M.C. Service Provider shall promptly attend to all complaints / problems reported and complaint should be rectified to the user's satisfaction by the deployed Resident Engineer before the end of next working day from the time of booking of the complaint.
- m) In case of hard disc failure, it would be the responsibility of the vendor to retrieve the data to whatever extent possible.
- n) If systems / sub-systems are required to be taken out of office for repairing then a standby system/ subsystem of similar configuration and quality acceptable to this office to be provided on returnable basis.

Contractor will be responsible for transportation and delivery of the system/ subsystem. Such hardware under repair should be repaired to the satisfaction of the user / the department and returned within a period of maximum fifteen days.

- o) The vendor should provide their own source of manpower at the time of shifting, relocating, installation of the computer systems and its peripherals. No manpower will be provided by the department.
- p) The payment for last quarter would, however, be made only on successfully handing over the Desktop Computers, printers etc. in a working condition and status to the next year's contractor. However, if the defects, shortcomings noticed during next year's Handing over/Taking over are not set right by the successful vendor of this tender notice then the same will be done by the Department through other means and cost towards that would be deducted from the last quarter bill to be paid to them.
- q) Service Engineers as Resident Engineers shall be available at on site from Monday to Saturday 9.15 AM to 6.15 PM. These Engineers shall be available on non-working days also within two hours of the call registered by officer-in-charge/Senior Deputy Director (EDP), depending on the urgency of the work.
- r) The help desk coordinator should submit the monthly report for System Shifted to different locations, up gradation done, standby provided and spare replaced. And helpdesk coordinator should call the user for the calls which attended and completed previous day. Help desk coordinator should register all the calls related hardware, software and networking etc.
- s) The bidder shall implement Call logging and reporting system, so that end users can raise the issues in the system and issues can be tracked till the closure. The bidder shall implement the issue tracking system/call logging system, after obtaining necessary IT Security Audit Clearances/Certificates from the CERT-In empanelled agencies.
- t) In case Contractor fails to make the equipment operational within two days of reporting the complaints then NMPT will be free to get it serviced from the open market at risk and cost of the service agency

and the expenditure incurred on the repair shall be deducted from amount payable to the service agency.

- u) The Contractor shall not sub-let/ sub-contract the job in party or in full after getting the assignment. In the event of Contractor sub-letting the work/sub-contracting any part or in full of the work after the award of the work, the Contractor shall be considered to have thereby committed a breach of agreement and security deposit shall be forfeited. Contractor shall have no claim for any compensation or any loss on this account. Security deposit to the Contractor shall be returned only after completion of AMC and handing over of equipment's to new Contractor in full working condition. In case any deficiency is found or equipment is found requiring repairs then Contractor shall repair/ replace within 24 hrs failing which the same will be got repaired at the risk and cost of Contractor from open market.
- v) Contractor shall maintain the Hardware, Systems Software for the period under this agreement at their risk and cost.
- w) Contractor shall attend all hardware breakdowns within stipulated time. The spares to be replaced for such maintenance activity should be of equivalent make and model as of original parts.
- x) The contractor shall arrange the spare parts required for breakdown maintenance without any cost to the Employer. A separate register is to be maintained for keeping track of spare taken for replacement /repair.
- y) Hardware Engineer shall install and configure additional devices to the existing computer system if required without any additional service cost and also assist port installing in new computers on need basis.
- z) CAMC shall also cover damages due to High Voltage fluctuations, burn out of parts. Necessary arrangement to prevent the system damages from technical point of view (High voltage fluctuations) has to be ensured by the vendor.
- aa) The AMC being Comprehensive shall include services and repairs or replacement of defective parts like hard disk, wires, cables, chords, cards, Mother Board, circuit board, all hardware parts etc. The

Hardware maintenance support includes operating system support, corrective and preventive maintenance. Being a comprehensive contract, all liabilities arising out of any fault during replacement of any parts of already functioning system will be borne by the Contractor, if not mentioned separately otherwise.

- bb) All the hardware complaints related to PC/ printers/UPS/peripherals shall be attended without any delay.
- cc) The port may include or withdraw the PC/Printer/UPS or any hardware from the list on monthly basis and contract amount shall be adjusted accordingly.
- dd) Contractor shall replace defective/worn-out/burnt parts/Rat bitten hardware. In case of UPS System replacement of all the parts of the system, only batteries are considered to be consumables. The contractor shall replace/repair such damaged parts without any additional cost to the Employer.
- ee) The resident Engineers shall assist computer users in installing and troubleshooting the PC peripherals in the following areas, Trouble shooting of Office automation applications/ Operation System of various types, Virus Removal techniques, Data Recovery, Configuring printers, installation of printer cartridges, Creating shortcuts and configuring dial up adapter, Accessing the files, printers on the LAN, Accessing Web sites. Any other works related to Computer Hardware and Software assigned by Port Officer-In-Charge of AMC, Accessing/ configuration of URLs, IPOMIS, iPOS HMS, JAVA, ORACLE application and data base and it's drivers, Back up/Restoration/Data Recovery, Installation of any application software and system software / Hindi Fonts – software related to official language Hindi, Replacement of batteries, data recovery from faulty hard disks etc.
- ff) If personal computer and its peripherals could not be repaired due to non-availability of spares, then whole unit should be replaced with new unit of similar or higher configuration of faulty unit.
- gg) Three (3) percent of items under AMC shall be readily available at all times under the custody of Service Engineers , and items shall be recouped as and when consumed . The officer designed by the port

will do the periodic Auditing of these spares and the Service Engineers shall cooperate at the time of auditing.

- hh) The service Engineers shall submit the call service report to the officer –in –charge after attending the calls and duly signed by end users. The call service report format as per ISO standard will be available with the Port Officer-In –Charge of AMC.
- ii) Warrantee of any item expired during the contract period enters into AMC or any item is disposed will be deleted from the AMC list, charge will be calculated on monthly basis.
- jj) The engineer may be changed during Comprehensive maintenance Contract period only with prior approval of the officer in charge. Contractor shall submit the profile of the engineer and engineer will appear for the interview and only with the approval of the department engineer may be replaced, further security vetting certificate shall be submitted.
- kk) The Contractor shall maintain standby service engineers in case deployed Service engineers fails to discharge his duties then Contractor shall change the engineer immediately on demand by NMPT.
- ll) Providing support for newly installed systems and the systems under warranty Supplied by different vendors coordinating with vendors and raising service requests with the OEMs for resolving hardware/software problems and follow up till closure.
- mm) **24/7 DATA CENTRE MANNING:**

The Data Centre has Critical Installations which must be manned in three shifts(24/7). The Shift Engineers shall be available in the Data Centre round the clock, they are permitted to leave the Data Centre only after the next Shift Engineer reports to the Duty. The contractor shall not send these resources for the technical support at LDO office during gang booking.

The contractor shall post engineers in three shifts at the data center to perform the following tasks:

Preliminary checking of Production Servers, UPS System, Core Switches and Data Center Accessories, time-to-time log recording of various systems installed at DC, and report to concerned Department/Officials on real time. Monitoring of various ISP internet leased circuits.

Monitoring of Bandwith, UPS Logs, Reporting abnormal conditions to the concerned officers/vendors as per the defined Escalation Matrix, Attending calls related to web applications and carryout the L1 activity.

L1 activities are as follows:

- Recording, tracking and resolution of L1 issues related to web applications
- Generation and assigning of service tickets to the appropriate support team based on severity/functionality with follow up until issue closure.
- Documentation and maintenance of knowledge base and SOPs.

nn) **Maintenance of website :**

The website of New Mangalore Port Trust was developed by National Informatics Centre, Karnataka State Unit. The bidder shall maintain the Website of NMPT, and is responsible for the following:

1. Minor alterations, updatations, and repairs of the website.
2. Website Content Management.

The bidder shall deploy suitable man power resource who is well versed in Adode Dream viewer CS3 HTML 9.0, PHP, webserver, Javascript and CSS to maintain and update the content of website. Further, the resource shall provide technical support for the e-tendering/e-auctioning through the central procurement portal. The contractor shall see that resource is well versed in the CPP portal so as to provide the technical support to the user departments. The contractor shall ensure that content uploading and its management is carried out even when the resource is not available at onsite especially during Port holidays or when the engineer is on leave. The contractor shall provide necessary Sytem/Internet facility to the Engineer for the Content Management/Website updatation during Non-working Hours/Holidays.

oo) **Support for Labor Deployment activity:**

Workers engaged for port operations are working on three shifts starting from 6AM in the morning till 2PM, from 2PM till 10PM, and 10PM till 6AM next day, which is 24/7. The first shift gang booking starts at 5.30AM to 7.30AM, The second shift gang booking starts at 12.30 PM to 2.00 PM and the third shift gang booking starts at 8.30PM to 10.00PM. The contractor shall post necessary technical man power at on site to capture biometric attendance and conduct smooth gang booking through the ERP application.

Onsite man power at LDO office is required only during first shift 5.30AM to 7.00AM, second shift 12.30PM till 2.00 PM, and third shift 8.30 PM till 10.00PM.

Support engineer is required to handle issues related to hardware and software and co-ordinate with vendors to resolve issues related to biometric attendance system and ERP.

- pp) If required, services may be executed on Saturday/Sunday and Holidays, and after office hours also to complete the task with prior intimation to the department.
- qq) In case of hard disc failure, it would be the responsibility of the vendor to retrieve the data to whatever extent possible without any additional cost to NMPT.
- rr) If systems / sub-systems are required to be taken out of office for repairing then a standby system/ of similar configuration and quality acceptable to this office shall be provided on returnable basis. Contractor will be responsible for transportation and delivery of the system/ subsystem. Such hardware under repair should be repaired to the satisfaction of the user / the department and returned within a period of maximum fifteen days.
- ss) The vendor should provide their own source of manpower at the time of shifting, relocating, installation of the computer systems and its peripherals. No manpower will be provided by the department.

tt) Contractor shall provide CAMC for the systems/peripherals procured/transferred from other departments after signing the agreement at the rate of 3% of the original cost of the Systems/peripherals.

ANNEXURE - I

Bid Security Declaration Form

Date: _____ Tender No. _____

To,

The Sr. Dy. Director (EDP),
NMPT, Panambur, Mangalore.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity/extended Bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing 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) thirty 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 Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

ANNEXURE -II**PARTICULARS OF TENDERER**

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

Sl No	Description	
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 Tenderer

Annexure -III

PRE-QUALIFICATION OF BIDDERS

WORK EXPERIENCE

Details of payment received for the completed similar work (For similar work, please refer Clause No 1.3.2 OF MEC) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST, ESI & PF) (vi)	Name and contact details of the client (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information **given** in this Annexure 3 is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted.

Name of the Bidder :

Signature & Seal of the Bidder

Ph No :

Email ID :

NOTE:

- a. The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full, duly signed and sealed by the bidder, failing

which the bid shall be summarily rejected. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation.

- b. Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Annexure 3. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 3, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 3. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.

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

- c. The works declared by the bidder in **Annexure 3** only shall be considered for technical qualification of the bidders. **LOA/Work orders/agreements mentioned in this Annexure-3.**
- d. Additional sheets may be used if necessary.

ANNEXURE-IV

FINANCIAL TURNOVER

Tenderer 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.

Summaries of actual assets and liabilities for the Last 03 years.

<u>Financial Year</u>	Turnover		
	2017-18	2018-19	2019-20
LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

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

Attachments :-

- i) Financial 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 Tenderer over the last three Financial years

Signature & Seal of the Tenderer

ANNEXURE -V

TENDER FORM

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

To,

The FA&CAO,
New Mangalore Port Trust,
Panambur, Mangalore – 575 010.

India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Comprehensive Maintenance contract of Computers/Laptops and its peripherals for a period of Three years at NMPT”** we the undersigned, offer to execute the AMC 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 28 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 3% (three 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 submitted the Bid Security declaration as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the

Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Trust duly informing the MSME authorities if applicable.

7. We agree that the payment shall be made direct to us by the Port Trust in Rupees.
8. 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 -VI

Tenderer shall furnish Bank information for E-Payment

1	Name and Full address of the Tenderer & E-Mail address	
2	Credit Account No.	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch full address with Telephone No.	
6	MICR Code. (Should be 9 digits)	
7	Telephone/Mobile/Fax No. of the Tenderer	
8	PAN (Permanent Account Number)	
9	GST Registration Number with Certificate	
10	TIN No.	
11	Xerox Copy of Cheque and PAN card should be enclosed	

Signature and Seal of the Tenderer

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

Comprehensive Maintenance contract of Computer/Laptop and its peripherals for a period of Three years at NMPT

Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity) _____

Annexure -VIII

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the 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 **“Comprehensive Maintenance contract Computers/Laptops and its peripherals for a period of Three years at NMPT”**. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts 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)

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the 'BUYER/EMPLOYER' has invited bids for Comprehensive Maintenance contract of Computers/ Laptops and its peripherals for the period of Three Years at NMPT and the BIDDER is submitting his bid for the same and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

1. The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.1 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.2 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER'

or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial

interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Bid Security Declaration (BSD)

- 5.1 While submitting commercial bid, the BIDDER shall submit the Bid Security Declaration Format in lieu of EMD

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The disqualification of bidder and debarring for a period of three years duly informing MSME authorities if applicable and forfeiture of Performance Security/Performance Bond

(after the contract is signed) either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- g. To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
 - j. Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission
Name and Address of the Monitor :
Shri Prem Chand Pankaj, Ex-CMD, NEEPCO,
M 402, Pioneer Park,
Sector-61, Golf Course, Extn Road, Gurgaon.
Mobile No. -9717433886
Email: prempankaj@gmail.com
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

13. The parties hereby sign this Integrity Pact at _____ on
____/____/2021

BUYER/EMPLOYER

BIDDER

Name of the Officer
OFFICER
and Designation

CHIEF EXECUTIVE

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

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

Annexure-X

DETAILS OF ONGOING CONTRACTS AT NMPT

Sl No	Work Order Description	Work Order No. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the Contractor

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local staff he will be deploying incase the work is awarded to them (%)
Tender No. ITD/AMC/2020-21/01 dated 03/02/2021 " Comprehensive Maintenance contract of Computers/Laptops and its peripherals for a period of Three years at NMPT	

Sign & Seal of the Contractor

ANNEXURE -XII

UNDERTAKING ON INDEMNIFICATION

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

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

- i. Any violation in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPT 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.

We _____ (Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPT 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.

Sign and Seal of the Bidder/ Bidders Authorised representative

ANNEXURE -XIII

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF TRUSTEES, NEW MANGLORE PORT TRUST incorporated by Major Port Trust Act 1963 having its Regional Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the Contractor for Comprehensive Maintenance contract of Computers/Laptops and its peripherals for a period of Three years at NMPT vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.

In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board Comprehensive Maintenance contract of Computers/Laptops and its peripherals for a period of Three years at NMPT in conformity in all respects with the provision of the Contract.

The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of **“Comprehensive Maintenance contract of Computers/Laptops and its peripherals for a period of Three years at NMPT”** the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHERE OF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as/2021..... dated...../...../2021 and contains with.....pages in all.

Signed, sealed and delivered
by _____ for and on behalf of

(Contractor)
COMPANY SEAL

Witness:

1.

2.

FA&CAO
For and On behalf of the NMPT (Board)

Witness

1.

2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

In consideration of the Board of Trustees of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called "The Board") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **Comprehensive Maintenance contract of Computer/Laptop and its peripherals for a period of Three years at NMPT** vide Work Order No._____(hereinafter called 'the Contract') to M/s. "**Name of the Contractor**" (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. We, _____(Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____).

2. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

3. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the FA&CAO of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and

we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs._____/-(Rupees_____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/-----/20XX.
11. The Bank Guarantee is encasheable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----2021

For

(Authorised Signatory/s)

(Name & Code No.)

(

For and on behalf of Bank.)

Sign & Seal of the Contractor

PART- II

Bill of Quantity

Systems under AMC
Rate Quoted should be excluding GST

Computer					
Sl.No.	Make	Model	Qty	Rate	Amount
1	WIPRO	WIPRO GENIUS PENTIUM DUAL CORE	26		
2	WIPRO	WIPRO GENIUS PENTIUM DUAL CORE	73		
3	ACER	ACER VERITON M200	55		
4	ACER	ACER VERITON M2632G	32		
5	ACER	ACER VERITON M2640G	7		
6	HP	HP HSTNC -1039-MT	10		
7	HP	HP PRODESK	3		
8	HP	HP PORDESK 600GMT	65		
9	DELL	DELL 3900 Ci	3		
10	DELL	DELL OPTIPLEX 9010 MINI	1		
11	DELL	DELL OPTILEX 3010	2		
12	HCL	HCL PENTIUM DUAL CORE	2		
Total			279		
Printer					
1	BROTHER	BROTHER DCP 1511 ALL IN ONE	1		
2	BROTHER	HL 2250 DN LASERJET PRINTER	11		
3	BROTHER	LASER DCP 9010CN	1		
4	BROTHER	LASERJET PRINTER MDL: HL-1111	6		
5	CANON	CANON LJ 6230N	2		

6	CANON	CANON IMAGE CLASS LBP6030B	6		
7	CANON	CANON MF3010B	1		
8	CANON	CANON IMAGE CLASS MF226	1		
9	CANON	CANON LBP 2900B	1		
10	CANON	CANON MF3010	1		
11	EPSON	FX 890 DOTMATRIX PRINTER	3		
12	EPSON	EPSON DMP LQ 1310	4		
13	EPSON	EPSON LABEL PRINTER TM3510	2		
14	EPSON	EPSON DMP LQ 1030	3		
15	EPSON	EPSON L3110 COLOUR PRINTER	2		
16	HP	HP LASERJET 1505N PRINTER	8		
17	HP	HP LASERJET 1525N PRINTER	1		
18	HP	HP LASERJET 1606N	10		
19	HP	HP LASERJET 1020 PLUS	14		
20	HP	HP OFFICEJET 8600	1		
21	HP	HP DESKJET INK 2645 ALL IN ONE	1		
22	HP	HP 1010 INKJET COLOUR PRINTER	1		
23	HP	HP LASERJET 1020	12		
24	HP	HP LASERJET 202DW	12		
25	HP	HP LASERJET 1108	5		
26	HP	LASERJET 1005MFP PRINTER	12		
27	HP	HP LASERJET PRO M202N	1		
28	HP	DESIGNJET T120 PLOTTER	1		
29	HP	HP LASERJET PRO M12A	1		
30	HP	HP LASERJET PRO M126 MFP NW	1		
31	HP	HP DESKJET 3835 ALL IN ONE PRINTER	8		
32	HP	HP LASERJET PRO MFP M26A	2		
33	HP	HP LASERJET PRO M203DW	1		

34	HP	HP LASERJET PRO M104A	5		
35	HP	HP LASERJET M1136 ALL IN ONE	2		
36	HP	HP LASERJET PRO M126 MFP	1		
37	HP	HP DESKJET 1000 PRINTER	1		
38	HP	HP DESKJET 1112 PRINTER	1		
39	HP	HP LASERJET 1022N	8		
40	HP	HP LASERJET 1109	1		
41	HP	HP OFFICEJET 4355	3		
42	HP	HP OFFICEJET 1455	1		
43	LEXMARK	LEXMARK MX 510DE PRINTER	1		
44	PRINTRONIX	PRINTRONIX-P7-1000	1		
Total			162		
LAPTOP					
1	DELL	Dell INSPIRON 3148(11 3000 SERIES)	1		
2	DELL	DELL INSPIRON 14 7000 SERIES	1		
3	LENOVO	LENOVO E4180	1		
4	LENOVO	LENOVO T430	1		
5	HP	HP PAVILLION LAPTOP	1		
Total			5		
SCANNER					
1	HP	SCANJET SJG2410 FLATBED SCANNER	3		
2	CANON	CANON SCAN LIDE110 SCANNER	9		
3	CANON	CANON SCAN LIDE120 SCANNER	6		
4	CANON	CANON IMAGE FORMULA FLATBED SCANNER	2		
Total			20		
UPS					
1	AEON	500 VA (Offline)	7		
2	APC	550VA OFFLINE	62		
3	AMC	600VA OFFLINE	1		

4	EATON	600VA OFFLINE	11		
5	FRONTECH	600VA OFFLINE	13		
6	GENESIS	600VA OFFLINE	3		
7	NUMERIC	600VA OFFLINE	74		
8	ASIA POWER	600VA OFFLINE	1		
9	BPE	600VA OFFLINE	1		
10	DCM	600VA OFFLINE	2		
11	EMERGE	600VA OFFLINE	6		
12	ENERG	600VA OFFLINE	4		
13	FOXIN	600VA OFFLINE	17		
14	HCL	600VA OFFLINE	3		
15	IBOLL	600VA OFFLINE	1		
16	ITON	600VA OFFLINE	1		
17	LUMINUS	600VA OFFLINE	15		
18	MERCURY	600VA OFFLINE	7		
19	ODESSEY	600VA OFFLINE	4		
20	POWERSAFE	600VA OFFLINE	1		
21	POWERLINE	600VA OFFLINE	1		
22	POWERWARE	600VA OFFLINE	1		
23	SU-KUM	600VA OFFLINE	1		
24	UMAX	600VA OFFLINE	1		
25	V-GUARD	600VA OFFLINE	2		
26	WEP	600VA OFFLINE	8		
27	ZEBRONICS	600VA OFFLINE	10		
28	EMERSON	600VA OFFLINE	6		
29	TECHSER	1KVA ONLINE	3		
30	SU-KAM	1KVA ONLINE	1		
31	POWERWARE	1KVA ONLINE	5		
32	EATON	1KVA ONLINE	3		
33	SU-KAM	1.5KVA ONLINE	1		
34	EATON	2 KVA ONLINE	1		
35	TECHSER	2KVA ONLINE	1		
36	EMERSON	2KVA ONLINE	1		
37	EMERSON	3KVA ONLINE	1		
38	EATON	3KVA ONLINE	3		
39	ALPHA	3KVA ONLINE	1		
40	SWITCHER	3KVA ONLINE	1		
41	NUMERIC	5KVA ONLINE	1		
42	TECHSER	5KVA ONLINE	1		
43	SU-KAM	5KVA ONLINE	1		
44	POWERWARE	6KVA ONLINE	1		

45	EATON	6KVA ONLINE	1		
Total			291		
PROJECTOR					
1	HITACHI	HITACHI CP RX78	3		
2	EPSON	EPSON EB-2042W	1		
Total			4		
VIDEO CONFERENCE SYSTEM					
1	AVAYA	AVAYA MULTIMEDIA SCOPIO XT5000 CAMERA(55211- 00001)	1		

LIST OF HARDWARE - UNDER WARRANTEE					
Computer					
Sl. No.	Make	Model	Qty	Rate	Amount
1	HP	HP PRO DESK 280G4MT WARRANTY UPTO 17/05/2022	180		
2	DELL	DELL OPTILEX 3060 MINI WARRANTY UPTO 27/08/2022	1		
3	HP	HP PAVILLION WARRANTY UPTO 23/05/2022	1		
Total			182		
PRINTER					
1	HP	HP LASERJET MFP 180N PRINTER WARRANTY UPTO 01/09/2021	1		
2	HP	HP LASERJET MFP 180N LASERJET PRINTER WARRANTY UPTO 13/08/2021	1		
3	EPSON	EPSON MONOCROME M1170 PRINTER WARRANTY UPTO 20/5/2023	9		
4	HP	HP LASERJET PRO MFP M329DN PRINTER WARRANTY UPTO 27/08/2021	1		
Total			12		

SCANNER					
1	CANON	CANOSCAN LIDE 300 WARRANTY UPTO 6/12/2021	1		
2	CANON	CANOSCAN LIDE 300 WARRANTY UPTO 25/12/2021	1		
Total			2		
MONITOR					
1	AOC	AOC "27" INCH MONITOR WARRANTY UPTO 29/11/2023	1		
2	AOC	AOC "27" INCH MONITOR WARRANTY UPTO 11/10/2022	1		
Total			2		
LAPTOP					
1	HP	HP PROBOOK 440-G5 WARRANTY WARRANTY UPTO 26/07/2022	17		
Total			17		
UPS					
1	PERPECTUAL	PERPECTUAL 3KVA ONLINE UPS WARRANTY UPTO 23/09/2022	11		
Total			11		

Technical specifications of the systems at NMPT

Sl. No	System	Configuration
1	HCL PENTIUM DUAL CORE	Intel Pentium, 2GB Ram, DVD R/W, SATA HDD, 16" LED MONITOR, Keyboard Mouse.
2	WIPRO GENIUS PENTIUM DUAL CORE (Desktop)	WIPRO GENIUS PENTIUM Dual Core Processor, 2 GB RAM , 320gb HDD, DVD Writer, USB 6 Port, Audio, 18.5" Screen monitor with speaker , PS/2 Keyboard, USB Mouse, Windows 7 Professional
4	ACER VERITON M200 (Desktop)	ACER VERITON M200, 320gb HDD,2 GB RAM , Intel Dual core processor, 18.5" TFT , DVD Writer, 6 port USB , audio I/O, Windows 7 Professional
5	ACER VERITION M2632G(Desktop)	Configuration: Intel Corei5-4590, Quad Core, 3.30GHz Turbo, 6MB, W/HD, Graphics Vedio: on board Intel HD Graphics Network: Integrated :10M/100M/1000M Gigabitto Ethernet Port:6 USB ports, Memory:4GB, Non-ECC DDR3 1600MHz, SDRAM (16GB mar)Storage:500 GB, 7200RPM, 3.5" Serial ATA Hard drive .
6	ACER VERITION M2640G(Desktop)	Configuration: Intel Corei5-4590-higher Quad Core, 3.30GHz Turbo, 6MB, W/HD, on board Intel HD Graphics Integrated :10M/100M/1000M Gigabitto Ethernet 6 USB ports, audio port, Memory:4GB, Non-ECC DDR3 Storage:500 GB, 7200RPM, 3.5" DVD R/W , USB Keyboard, Monitor 18.5" LED.
7	HP HSTNC-1039-MT(Desktop)	HP HSTNC-1039-MT, Core 2 Dou Processor , 320 GB HDD, DVD Writer, 2 GB RAM ,

		18.5”TFT, 6 Port USB , audio I/O , Windows 7 Professional.
8	HP Pro desk-Desktop computer system 18.5” LED Monitor	Configuration: Intel i7 4770 3.4GHz processor Intel q85 chipset motherboard, windows 7 pro 0.5 2 GB and graphic card. 8 GB DDR3 1660MHz Memory 1TB 7200 RPM SATA HDD USB Key board optical mouse HP Pro desk-Desktop computer System 18.5” LED Monitor,
9	HP Pro desk-600 G3 PCI HT PCY3E03AV, HPV203P Monitor T3U90AA	Configuration: Intel Core i5, Win 10Pro 64bit, DDR4 8GB Ram, 1TB SATA HDD, DVD R/W, HP 20” MONITOR
10	Dell 3900 Ci5 Desktop system	Configuration: Intel core i5 4460 4 th Gen, 4 GB DDR3 RAM with 16 GB 1TB SATA HDD , DVD-RW, keyboard and mouse 6USB Ports, Network facility: 10/100/100 on board integrated windows-7, 18.5” LED Monitor, Warranty -3 years, Dell 3900 Ci5 Desktop system
11	DELL OPTIPLEX 9010 MINI	Intel core i5 processor, DDR3 4GB Ram, 1TB SATA HDD, Key board and mouse 19.5” MONITOR, DVD R/W.
12	Dell OPTIPLEX 3010	Configuration : Intel Pentium Dual core , 2 GB RAM, DVD ROM , DELL Key board and mouse 16” LED Monitor, 6USB Ports, SATA HDD 320 GB , Windows-7
1	HP Pro desk-280 G4MT	Configuration: Intel Core i5, Win 10Pro 64bit, DDR4 8GB Ram, 1TB SATA HDD, DVD R/W, HP Key board and mouse 20” MONITOR
2	DELL OPTILEX 3060MT	Configuration: Intel Core i5, Win 10Pro 64bit, DDR4 8GB Ram, 1TB SATA HDD,

		DVD R/W, DELL Key board and mouse 20" MONITOR
3	HP PAVILLION	Configuration: Intel Core i7, Win 10Hm 64bit, DDR4 8GB Ram(4x2), 2TB SATA HDD, DVD R/W, HP Key board and mouse 21.5" MONITOR

LAPTOP

1	Dell Inspiron 3148(11 3000 SERIES)	Configuration: Intel Core-i3 4030U Processor Windows 10 Home operating System 4 GB DDR3L , 1600MHz, Memory 500GB, 7200RPM SATA Hard Disk Drive, 360 Degree Rotatable display, HDMI , Bluetooth , Wi-Fi , 1USB, 1.4 Kg
2	Dell Inspiron 14N7460 Laptop N 7460	Configuration: Corei5-7200U, Windows 10GL, 8GBDDR4 RAM, 1TB HDD, 2GB Graphics 14" FHD (1920x1080), One year Ports 5, office 2016 Accidental damage, office 2016 Preloaded 1 year warranty
3	LENOVA -E4180 Laptop	Configuration: LENOVA E4180 Laptop 80QAA00714-E4180/14" HD/i5-6200U/4GB Expandable upto 16GB/1TB DVDRW, Win10 Pro/Spill Resistant Keyboard/FPR/802.11 ac/BT metal hinges/HDMI/VGA/Card /reader
4	LENOVO T430	Configuration: LENOVA T430 Laptop 80QAA00714-E4180/14" HD/i5-6200U/4GB Expandable upto 16GB/1TB DVDRW, Win10 Pro/Spill Resistant Keyboard/FPR/802.11 ac/BT metal hinges/HDMI/VGA/Card /reader
5	HP PAVILLION	Configuration: Intel Core i5, 4GB DDR3 Ram, 500GB HDD.

1	HP PROBOOK 440-G5	Configuration: Intel Core i5, 8GB DDR4 Ram, 1TB SATA HDD, Win10 Pro 64bit.
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Printers and Scanners

Printers

Sl. No.	System	Configuration
1	Brother DCP -1511	Brother DCP-1511 Laser Printer (All in one) (PRINTS , COPY, and SCAN) 18 PPM, 800 pages duty cycle 600*600DBI Print, Duplex Printing Total amount Rs. 8,000.065
2	Brother HL 2250DN	Brother HL 2250DN Laser Printer (12 no's) Print Speed 25PPM , Duty Cycle (monthly A4), 800 pages Print quality 600*6002 DPI, duplex Printing manual. Total Rs:1,13,940.00
3	Brother Laser DCP 9010CN	Brother Laser DCP 9010CN Sl.No. E3J177310 Total amount Rs. 24,750.00
4	Brother Laser Jet hc1111 Print	Brother Laser Jet hc1111 Print (7no's) Print up to 18PPM , duty cycle A4:600*2DBI Duplex printing Total amount Rs. 31,497.025
5	CANON LJ 6230N	CANON LJ 6230N, Black & White, Network Printer.
6	CANON IMAGE CLASS LBP6030B	CANON IMAGE CLASS LBP6030B Printer
7	CANON MF3010B	CANON MF3010B All in One Printer
8	CANON IMAGE CLASS MF226	CANON IMAGE CLASS MF226 Printer
9	CANON LBP 2900B	CANON LBP 2900B Printer
10	CANON MF3010	CANON MF3010 Printer

11	EPSON FX 890 DOTMATRIX PRINTER	EPSON FX 890 DOTMATRIX PRINTER
12	EPSON DMP LQ 1310	EPSON DMP LQ 1310 PRINTER
13	EPSON LABEL PRINTER TM3510	EPSON LABEL PRINTER TM3510
14	EPSON DMP LQ 1030	EPSON DMP LQ 1030 PRINTER
15	EPSON L3110 COLOUR PRINTER	EPSON L3110 COLOUR PRINTER
16	HP LASERJET 1505N	HP LASERJET 1505N PRINTER
17	HP LASERJET P1525N COLOUR PRINTER	HP LASERJET P1525N COLOUR PRINTER
18	HP LASERJET P1606DN PRINTER	HP LASERJET P1606DN PRINTER
19	HP LaserJet 1020plus	HP LaserJet 1020plus: Speed Black normal up to 14ppm, Duty cycle up to: 5000 pages, print quality black : up to 600*600
20	HP Office Jet 8600	HP Office Jet 8600 All in one Printer
21	HP DESKJET INK 2645	HP DESKJET INK 2645 ALL IN ONE PRINTER
22	HP 1010 INKJET PRINTER	HP 1010 INKJET COLOUR PRINTER
23	HP LaserJet 1020	HP LaserJet 1020 Printer
24	HP LASERJET 202DW	HP LASERJET 202DW PRINTER
25	HP LASERJET 1108	HP LASERJET 1108 PRINTER
26	HP Laserjet M1005MFP Printer	HP Laserjet M1005MFP Printer
27	HP LASERJET 202N	HP LASERJET 202 NETWORK PRINTER
29	HP LASERJET PRO M12A	HP LASERJET PRO M12A PRINTER
30	HP Laserjet Printer	HP Laserjet Pro 100MFP M126NW Printer C2175A Printer/Scan/Copy Network Ready/ 1 year warranty CNB6JCC25n
31	HP Deskjet Printer	HP Deskjet 3835 All in One Printer

32	HP LASERJET PRO MFP M26A	HP LASERJET PRO MFP M26A PRINTER
33	HP LASERJET 203DW	HP LASERJET 203DW PRINTER
34	HP LASERJET PRO 104A	HP LASERJET PRO 104A PRINTER
35	HP LASERJET M1136	HP LASERJET M1136 ALL IN ONE
36	HP LASERJET PRO M126 MFP	HP LASERJET PRO M126 MFP PRINTER
37	HP DESKJET 1000 PRINTER	HP DESKJET 1000 PRINTER
38	HP DESKJET 1112 PRINTER	HP DESKJET 1112 PRINTER
39	HP LASERJET 1022n	HP LASERJET 1022n PRINTER
40	HP LASERJET 1109	HP LASERJET 1109 PRINTER
41	HP OFFICEJET 4355	HP OFFICEJET 4355 ALL-IN-ONE PRINTER
42	HP OFFICEJET 1455	HP OFFICEJET 1455 PRINTER
43	Lexmark MX 510DE Printer 3ss5867	Lexmark MX 510de Printer 3ss5867 Network Ready Print Copy, Scan Duplex Print up to 42(A4)ppm,800 MHz duet core Processor , 512 MB RAM , LCD TOUCH Screen , USB, DCR 5000 page cartridge,
44	PRINTRONIX P7-1000 LINE PRINTER	WEP-PRINTRONIX P7-1000 LINE PRINTER WITH 100 LAM SPEED,132/136 COLUMN,1 PARRALEL & 1 SERIAL PORT
1	HP LASERJET 180N COLOUR PRINTER	HP LASERJET 180N COLOUR PRINTER
3	EPSON MONOCROME M1170 PRINTER	EPSON MONOCROME M1170 PRINTER
4	HP LASERJET PRO 329DN	HP LASERJET PRO 329DN PRINTER

Scanner

Sl. No.	System	Configuration
1	SCANJET SJG2410 FLATBED SCANNER	SCANJET SJG2410 FLATBED SCANNER
2	Canon Lide 110 Scanner	Canon Lide 110 Scanner
3	Canon Flatted Scanner Lide 120	Canon Flatted Scanner Lide 120
4	Canon DR-M1060 220-240Y	Dr Scanner 9392B008AB Flatbed unit A3 FB201 for DR Scanner
1	CANOSCAN LIDE 300	CANOSCAN LIDE 300 SCANNER

Plotter

Sl. No.	System	Configuration
28	HP Design Jet T 120 2Gin Printer	HP Design Jet T 120 2Gin Printer (Plotter) 1 year Warranty CN69J8M045

Monitor

Sl. No.	System	Configuration
1	AOC "27" INCH CURVED TFT MONITOR	AOC "27" INCH CURVED TFT MONITOR.

BoQ of Manpower				
Sl. No.	Designation	Qty.	Rate	Amount
1	IT Security Engineer	1		
2	Data Centre Supervisor	3		
3	Web Designer	1		
4	Service Engineer	4		
5	Call co-ordinator	1		

Note:

- 2) The rates quoted above shall be exclusive of ESI, PF and GST
- 3) Applicable GST shall be paid to the concerned authority by the Contractor
and documentary evidence of the same shall be produced to NMPT for reimbursement at actual
- 4) GST shall be shown as a separate line item in the tax invoice.
- 5) The EPF & ESI contribution of the employees and immediate employer's contribution shall be remitted to the authorities concerned periodically at the applicable rates by the contractor.

However, the immediate employer's contribution towards ESI & PF shall be reimbursed to the Contractor based on the documentary evidences towards remittance made to such authorities.

NMPT BANK DETAILS

Name of the Payee:

The FA & CAO, NMPT, Panambur, Mangalore for remitting Tender fee through NEFT / RTGS.

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

PART - VI

CHECK LIST

Tender No: ITD/AMC/2020-21/01

Dated: 03/02/2021

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

DETAILS OF DOCUMENT TO BE SUBMITTED			YE S	NO
TECHNICAL BID	1	RTGS/NEFT transaction details towards Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.6.		
	2	Duly Signed & sealed copy of tender document (all pages – Self attested)		
	3	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. (Work completion Certificate must contains W.o. No., Date, Completion Date and Amount paid)		
	4	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.		
	5	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		

		e. ISO 9001 27001 Certificate		
	6	a) Annexure – I – Bid Security Declaration b) Annexure – II – Particulars of Bidder c) Annexure – III – Pre-Qualification of Bidders d) Annexure –IV Financial Turnover e) Annexure –V – Tenderer Form f) Annexure – VI – Bank Details of the Bidder for E-Payment g) Annexure – VII – Form of Declaration h) Annexure –VIII Format fir Power of Attorney i) Annexure – IX –Pre Contract Integrity Pact. j) Annexure –X –Details of ongoing contract at NMPT k) Annexure –XI Verification of Local Content l) Annexure –XII Undertaking on Indemnification		
	7	Power of Attorney in original as per Tender.		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			