



NEW MANGALORE PORT AUTHORITY

(Ministry of Ports, Shipping & Waterways, Govt. of India)

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TENDER NO: 7/NCMC-Tele/EE(E)I/2022

Dated: 17/11/2022

TENDER DOCUMENT FOR

NON COMPREHENSIVE MAINTENANCE CONTRACT FOR TELEPHONE
NETWORK SYSTEM AT NMPA FOR A PERIOD OF TWO YEARS

2022

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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.7/NCMC-Tele/EE(E)I/2022

Dated: 17/11/2022

TITLE OF WORK: TENDER FOR “Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”.

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the Bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attach them along with bid documents during bid submission. This will ensure easier upload of bid documents.
- 6.

Download the tender schedules; After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit documents as stated in the tender document; otherwise, the bid will be rejected.

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are queries connected with this tender, have to be clarified 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 www.newmangalore-port.com. All documents to be submitted, as indicated in the tender schedule and they should be in PDF formats.

9. Bidder should arrange for the EMD and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

10. |

The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.

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

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

12. There is no limit on the size of the file that can be uploaded at the server end. However, the upload is dependent 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 file size is optimum. This will help in quick uploading even at very low bandwidth speeds.

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

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

15. The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not accepted. 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. 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 along with all other relevant details. The documents submitted by the bidder should then be digitally signed using the e-token of the bidder and then submitted.

17. After the bid submission, the bid summary has to be printed and kept as proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.

18. 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.

Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

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

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

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

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

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PART-II

SCHEDULE OF TENDER (SoT)

NOTICE INVITING TENDER

N.I.T. No.7/NCMC-Tele/EE(E)I/2022

Date: 17/11/2022

TITLE OF WORK: TENDER FOR “Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”

1	TENDER NO.	7/NCMC-Tel/EE(E)I/2022 dtd. 17.11.2022
2	MODE OF TENDER	E-Procurement System (Online Two Cover Techno-Commercial & Price Bid,) through e-procurement portal https://eprocure.gov.in/cppp/

3	Estimated Cost	Rs.12,32,000/- (Rupees Twelve Lakh Thirty Two Thousand) Excluding PF, ESI & GST.
4	Earnest Money Deposit	Rs.29,100/- (Rupees Twenty Nine Thousand One Hundred only) inclusive of 18% GST 'OR' exemption certificate as per clause No 2.2.1(n) of ITB
5	Tender Fees	Rs.560/- (Rupees Five Hundred and sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(n) of ITB
6	Date of NIT available to parties to download	17/11 /2022 at 18.00 Hrs
7	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	18/11/2022 at 10.00 Hrs
8	Date of closing of e-Tender for submission of Bid.	08/12/2022 at 15.00 Hrs
9	Date & Time of opening of Technical Bid. Price Bid.	09/12/2022 at 15.00 Hrs To be communicated separately
10	Contract period	2 (Two) Years from the date of issue of LoA / Work order.
11	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)

Sd/-

Executive Engineer (E)I

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

E-tenders in Two Cover system (Techno-Commercial Bid & Price Bid) are invited by Executive Engineer(E)I on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”**.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following:

- a) EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted.
- b) Earnest Money Deposit of **Rs.29,100/-** (Rupees Twenty Nine Thousand One Hundred only) inclusive of 18% GST - NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- c) TENDER FEE for **Rs.560/-** (Rupees five hundred sixty only) inclusive of 12% GST - non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- d) 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.
- e) The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by NMPA if any.
- f) Particulars of Bidder - **Annexure - 1.**
- g) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client,
- h) Tender Form as per **Annexure - 2.**
- i) Bank Details of the Bidder for E-Payment – **Annexure - 7.**
- j) Copies of the Valid 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 - 5**
- m) Power of Attorney: - **Annexure - 6**

- n) 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 & Tender Fee on producing self attested supporting certificates along with Technical Bid.
- o) Dispute review Board – **Annexure - 8**
- p) Details of ongoing contracts at NMPA – **Annexure - 9**
- q) Verification of Local Content – **Annexure - 10**
- r) Undertaking on Indemnification – **Annexure - 11**
- s) Supporting **documentary evidence of work orders and also satisfactory completion certificate** issued by the client, **duly certified by Statutory Auditor with UDIN** shall be submitted as per **Annexure-12.**

2.2.2 Price Bid shall be uploaded only through ONLINE:

Technical Bid and Price Bid shall be uploaded through online only. 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.

2.3 ELIGIBLE BIDDER:-

2.3.1 The invitation for bids is open only to all eligible Bidders meeting the experience as defined in clause No 2.4.

2.3.2 Tender Form information as per **Annexure - 2**.

2.3.3 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.

2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS (MQC):

2.4.1 FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of **Rs.3,69,600/-** for the last 3 financial years 2019-20, 2020-21 & 2021-22.

Note:- 1. Documentary evidence duly self attested viz. – **Auditor's Certificates (with UDIN No)**/balance sheet/latest income tax return filed/profit and loss statement for three years shall be uploaded along with the bid.

2. If the bidder is already having ongoing contracts in NMPA, 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 2022**. 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.

{Example: 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 NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in **Annexure-9**, then the contractor can Bid only for the remaining Financial Capacity i.e Rs.6,00,000/- (Rupees Six lakhs only)}

2.4.2 **TECHNICAL CRITERIA:**

The Bidder shall have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited should be either of the following:

One similar completed work costing not less than **Rs.9,85,600/-**
(Excluding ESI, PF & GST)

OR

Two similar completed works each costing not less than **Rs.6,16,000/-**
(Excluding ESI, PF & GST).

OR

Three similar completed works each costing not less than **Rs.4,92,800/-**
(Excluding ESI, PF & GST].

“Similar Work” means **“Maintenance of Telephone Network/Communication System or any maintenance work which includes Maintenance of Telephone Network/Communication System”**.

In order to meet the Technical criteria as per clause No.2.4.2 above, the bidder shall submit the following documents along with the technical bid.

- a. The bidder has to submit the details of payments received for the works executed in **Annexure - 12** 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-12. 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-12**, 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-12** TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be attached 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-12 only shall be considered for technical qualification of the bidders. LoA/Work orders/agreements other than the ones mentioned in this Annexure-12 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.**

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:

2.4.3.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

2.4.4 **LAST DATE FOR SUBMISSION OF TENDER:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:

2.5.1 The contractor may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.

2.5.2 The **ESI, PF & GST** as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of **ESI, PF & GST registration certificate** shall be enclosed along with the tender.

2.5.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.6.1 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.

2.6.2 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 ONE BID PER BIDDER

2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits

or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or

1. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
2. Submit more than one Tender in this Tendering process.

2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.

2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 Earnest Money Deposit:

- 2.9.1 The tender shall be accompanied by proof (NEFT/RTGS) of Earnest Money deposit of **Rs.29,100/-** (Rupees Twenty Nine Thousand One Hundred only) inclusive of 18% GST **'OR'** exemption certificate as per clause No 2.2.1(n) of ITB. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1(n).
- 2.9.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**
- 2.9.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of **Security Deposit cum Performance Guarantee** as stipulated in the tender clause **2.20**. In the event of forfeiting of EMD/SD and while imposing LD/penalty GST shall be collected.
- 2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **28 days** from the date of issue of **Letter of Acceptance**, otherwise penalty @ 0.25% of the amount of the Performance Guarantee for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission shall be levied maximum up to 2.5% of the amount of the Performance Bank Guarantee.
- 2.9.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.
- 2.9.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
- 2.9.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.9.6.2 The successful Bidder fails within the specified time limit to:
- b. Sign the Agreement AND / OR furnish the required Performance security.
 - c. Fail to commence the work on the specified date as per LOA/Work order.
 - d. 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.
 - e. If any information or representation submitted by Bidder is found to be false or incorrect.
 - f. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

2.11.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/ Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.11.2 The Addendum/Corrigendum so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/ Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.12 LANGUAGE OF TENDER :

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

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.9 of Tender Document.

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES: Not Applicable

2.16 TENDER OPENING AND EVALUATION:

2.16.1 **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.

2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

- 2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by **EMD & Tender** fee (if applicable), EMD (if applicable) 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.
- 2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation. 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.
- 2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority 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.
- 2.16.2.6 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.
- 2.16.3 **OPENING OF PRICE BID:**
- i. Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
 - ii. 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.
- iii. If **the rate quoted by the bidder is below Rs.10,59,100/- (for two years), i.e the total minimum wages to be paid to the deployed staffs under the contract, the price bid of the bidder shall be considered non responsive and shall not be considered for further evaluation.**
 - iv. The Bidders has to quote the rate for the subject work in the price Bid format - PART III **excluding ESI, PF & GST**. The evaluation shall be done on the basis of **lowest value (L1)** quoted. The ESI, PF & GST element if any will **not be considered** for comparison.
 - v. Further, in order to promote the Make in India Initiative by the Government of India, Class I 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):-
 - a. 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.
 - b. 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.
 - c. 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.

- vi. The Bidder, whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 7 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the **ANNEXURE-3** of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- vii. 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.
- viii. 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.

ix. **The price Bid with any counter conditions will be summarily rejected.**

2.17 AWARD OF CONTRACT:

Award Criteria: The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No.2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL:

Notwithstanding Clause No.2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1 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").

2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

2.19.3 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-3** 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/- issued from Mangaluru jurisdiction. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 14 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.**

2.20 PERFORMANCE SECURITY:

Performance security for a sum equivalent of **3%** of the total contract value including GST shall be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank in the approved format **within 28 days** from the

date of issue of LOA/Work order. The Bank Guarantee shall also be cashable at Mangalore. The Bank Guarantee shall be kept valid for the total contract period i.e., Guarantee for Two years **plus Three Months claim Period**. Thereafter, the total of 3% of Performance Security shall be released to the Contractor after successful completion of the Contract Period, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No. 2.9 of ITB. 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 Three Months claim period.

- Note:-**
- i) The Penalty for the delay in submission of the Performance Guarantee within the stipulated 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.
 - ii) The performance security shall be complied as per the orders/amendments issued by the Authorities.

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer;

- i. defines, for the purpose of these provisions, the terms set forth below as follows:
 - a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "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 among 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.
- ii. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iii. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

Executive Engineer (El)I.

** **

3. GENERAL TERMS & CONDITIONS OF THE 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. **Compensation Events** are those defined in Clause No.3.30.
- c. The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Clause No.3.36.

- d. 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).
- e. The **Contract Data** defines the documents and other information which comprise the Contract.
- f. The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- g. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- h. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- i. **Days** are calendar days, **months** are calendar months.
- j. A **Defect** is any part of the Works not completed in accordance with the Contract.
- k. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- l. The **Employer** is the party who will employ the Contractor to carry out the Works.
- m. The **Site** is the area defined as such in the Contract Data.
- n. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
- o. **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- p. 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.
- q. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.
- r. 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.
- s. A **Variation** is an instruction given by the Engineer or his nominee which varies the Works.

- t. The **Works** are what the Contract requires the Contractor to Supply, install and turn over to the Employer as defined in the Contract Data.
- u. **“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.
- v. **“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%.
- xxiii **“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%.
- xxiv **“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%.
- xxv **“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%.
- xxvi **“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.
- xxvii **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- xxviii **“Procurement entity”** means a Ministry of 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 Intent and work order.
- 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.

3.2 LANGUAGE AND LAW:

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

3.3 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.

3.4 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.

3.5 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.

3.10 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.

- a. 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 NMPA on this work, the Port Authority 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 (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

3.11 INSURANCE:

The insurance shall be as follows;

1. All the materials shall stand insured in the name of New Mangalore Port Authority from the time of arrival at site till commencement of installation against fire, pilferage and damage for the value of 90% of each item. The charges for the insurance shall be borne by the Contractor.
2. During erection and till the work is completed and satisfactory taken over by the N.M.P.A after testing the materials shall stand covered by suitable erection

Insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

3. 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.
4. The Contractor shall indemnify New Mangalore Port Authority against all losses and claims In case of death or injury caused to any person by him during the execution of the work.
5. The Contractor shall effect and maintain the following policies at no cost to NMPA, during Contract 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 (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 i.e., NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the 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 Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor 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.

3.12 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.

3.13 Disputes

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

3.14 Settlement of Disputes

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] established pursuant to Appendix 1 hereto. (DRB not applicable to this contract)

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation/Arbitral Award.

3.15 Arbitration

Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be decided by arbitration as set forth below:

- i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by

- making a reference to CIDC-SIAC Arbitration Center from their panel.
- ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
 - iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
 - iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/ Chairman's order, making such an appointment shall be furnished to both the parties.
 - v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English
 - vi) The Arbitration shall be conducted by the experts from the panel of CIDCSIAC Arbitration Center.
 - vii) 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 the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
 - viii) All arbitration awards shall be in writing and shall state the reasons for the award.
 - ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

B. TIME CONTROL:

3.16 EXTENSION OF INTENDED COMPLETION DATE:

1. The Engineer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
2. The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting

information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

3.17 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.

3.18 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.

3.19 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.

3.20 IDENTIFY DEFECTS:

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. 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.

3.21 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.

3.22 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.

3.23 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.

3.24 EXECUTION: The Contractor shall carry out Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of 2 years from the 7th day of issue of LOI, and the same may be extended for a further period of one year as mutually agreed under the same rates, terms & conditions. **All operation and maintenance materials/spares will be supplied departmentally.**

3.25 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 contract workers 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.

3.26 INDEMNIFICATION:

The Contractor shall agree and undertake (ANNEXURE-11) 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.

3.27 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 Authority.
- ii. While performing under the contract, the damages caused by the Contractor or his workers to any of the Port 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 Authority 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.

3.28 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 Authority 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 Authority 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 Authority shall not be responsible to intimate them about such amendment/addendum.

3.29 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.

3.30 PERSONAL PROTECTIVE EQUIPMENT:

SAFETY: The Contractor shall comply with all precautions as required under safety of workman by IE rules, ILO regulations, IDRL appliances i.e. safety belts, helmets, hand gloves, safety shoes, first-Aid-Box etc. to the workmen & the staff. He will be responsible for violation of any of these rules/regulations, which will attract the relevant unpleasant actions accordingly binding on the Contractor. 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 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 workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

The following materials shall be issued to persons engaged by the Contractor during the contract period;

Particulars	Periodicity
Safety Helmet	Once in 2 Years
Safety Shoes, Socks	Yearly
Raincoat	Once in 2 Years

3.31 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.

3.32 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 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.

3.33 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.

3.34 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 ESI, PF & GST.

3.35 PAYMENT TERMS:

- i. The payment along with applicable ESI, PF, GST will be released within 15 days from the date of submission of monthly 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 NMPA based on notification of the revision of wages issued by the ALC / other competent authority.
- 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 non compliance 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.

3.36 No interest on account of delayed payments:

Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further no interest will be paid on Retention money of Performance Security amount.

3.37 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 NMPA 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 month wise Electronic challan cum Returns (ECR) & submit its reference number (TRR No.) along with the bills for payment.

3.38 RECORD OF ATTENDANCE:

The Contractor will obtain Biometric RFID cards for each of his/her employee, from the Mechanical Engineering Department. These RFID card details will be recorded for the purpose of attendance in the Port ERP system and intimated to the respective Contractor. The Contractor will submit the extracts of the attendance sheets along with the wage bill. The contractor should maintain records of attendance of contractual employees provided by the Contractor.

3.39 IDENTITY CARD:

The Contractor has to issue Identity card to each employee of the outsourced contract. 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.

3.40 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 NMPA 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. The Contractor shall be responsible for safety and security of the equipment in both the Berths during the contract period.
- 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.
- iii. The Contractor shall deploy the manning as per the instruction of EIC or his representative from time to time after confirming the same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The Contractor shall sign each entry in token of having seen the same. The instructions regarding Operation and Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.

3.41 PAYING AUTHORITY:

The Contractor should submit the monthly 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 and Muster Roll of proceeding month.
- iii. Claim for statutory and other levies to be supported with requisite documents / proof of payment for EPF/ESIC/EDLI contribution with nominal roll of beneficiaries etc. as applicable.
- 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.

3.42 PAYMENT OF WAGES:

The Contractor should ensure payment of existing minimum wages as per Govt. of India, Ministry of Labour Act to the manpower deployed by him as per the provisions of the Contract Labour (Regulation and abolition) Act 1970 and Contract Labour (Regulation and abolition) Central Rules, 1971 as amended from time to time at the existing minimum wages promulgated by the Central Labour Department for the Highly skilled / Semi Skilled / Unskilled manpower specified.

As and when the minimum wages are revised, the Contractor shall pay to the workmen accordingly and claim for reimbursement from the Port, duly providing documentary proof for such revision and payment. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act 1986.

Non adherence to the Minimum Wages Act will result in cancellation of the contract, forfeiture of EMD / BG and appropriate administrative action.

The workmen shall furnish an undertaking to NMPA that they will not claim any type of compensation/Absorption/Regularization/Benefit of service from NMPA under Industrial Dispute Act 1947 & Contract Labour Regulation & Abolition Act 1970 and related other Laws.

The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

Payment of monthly wage by the Contractors to the deployed manpower individually should be made through NEFT / RTGS only, on or before 7th day of every succeeding month which in any case shall not be less than the minimum wages as prescribed by the Central Govt. for category of works deployed by the agency from time to time. The Contractor should submit the Bank details with the A/c No., of the workmen before releasing of the first bill of the contract.

If the workers are engaged at the discretion of the Contractor, for more than one shift they shall be paid, overtime wages.

NOTE: The wages are normally revised by the Asst. Labour Commissioner (Mangalore) 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.

3.43 WELFARE MEASURES – EPF & ESI:

- i. All the workmen of this contract shall be covered with EPF as per the provisions of “The Employees Provident Funds & Miscellaneous Provision Act, 1952” and updated amendments.
- ii. All the workmen of this contract shall be compulsory covered as per the provisions of “Employees State Insurance Act, 1948” & updated amendments.
- iii. The EPF & ESI contribution of the employees and immediate employer’s contribution shall be remitted to the authorities concerned periodically at the applicable rates. **ESI & PF will be reimbursed to the Contractor** based on the documentary evidences towards remittance made.
- iv. The prevailing rates of employees contribution and immediate employers contribution towards ESI, EPF are;

Employees Contribution/Immediate Employers Contribution

- | | |
|---------------------------|--------------------|
| 1. ESI 1.75% of the Wages | 3.25% of the Wages |
| 2. PF 13% of the Wages | 13 % of the Wages |

- v. Difference in revision of ESI or PF contribution by the employer shall be claimed by the Contractor for reimbursement after payment to the workers.
- vi. The immediate employer’s contribution (Contractor) towards ESI, EPF is the liability of the Contractor. As such the rate shall be **Exclusive of ESI & EPF**. The evidence of payment of ESI & EPF to the appropriate authorities shall be provided by the Contractor to the Principal Employer (NMPA).
- vii. The amount of EPF/ESI paid by the Contractor, will be reimbursed as per actual, based on the notification issued by the Govt. from time to time. However payment for these statutory obligations will be made with the monthly bills, on production of documentary evidence to the effect that the same has been deposited by the Contractor to the appropriate authorities. 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 NMPA.

3.44 UNIFORMS: The staff deployed by the Contractor shall be in distinct/neta 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, Grey in colour	Once in a Year

3.45 TOOLS & TACKLES:

No tools shall be provided by the Port to carry out the work. It is the responsibility of the Contractor to ensure that all required tools are provided to his workmen deployed for the maintenance work at his own cost. The following Tools and Tackles are to be always available in substation during period of Non Comprehensive maintenance Contract;

- i) # Set of Screwdriver - 2 Sets
- ii) # Combination Side Cutting plier -2 Nos
- iii) # Wire Cutter -1 No
- iv) # Punching Tool-1 No
- v) # Rechargeable heavy duty torch - 1No.
- vi) # Nose Plier -1 No.

3.46 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.

3.47 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 NMP.

3.48 ENGINEER-IN-CHARGE DECISIONS:

The Chief Mechanical Engineer will decide contractual matters between Contractor & Employer.

3.49 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.

3.50 PERSONNEL: The Contractor shall submit the profile of the Personnel engaged by them for the contract within 15 days from the date of issue of LoA. All **Technician** employed should have **minimum 2 years experience** and should be an electrical **ITI/ITC certificate holder** (Valid certificates to be submitted for the same.) They should be fully trained, fit (Physically fit as this is a field job) enough to do work anywhere within the port area. Staff should have experience in the field of servicing telephone system in order to rectify during complaint and comply with scope of work of tender.

The duties and responsibilities of Personnel employed under each category will be in commensuration to the trade, qualification and experience prescribed in the Tender document.

If the Engineer-in-Charge 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.

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 Authority.

3.51 PENALTY:

The Contractor will be penalized on following accounts;

- i. In case of failure of deploying Manpower to report on duty, the Contractor shall be penalized at a rate equal to the daily wages of the absent workmen. This will be in addition to the pro rata deduction from the monthly bill.
- ii. In case of theft / damage to NMPA assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall be penalized for a sum of amount as assessed by NMPA for said theft / damage.

3.52 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.

3.53 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 EMD, 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 Authority.

- f. The contract may be terminated by NMPA by giving written notice to the Contractor, at least 90 days in advance and Contractor shall not have right of any claim on NMPA 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, ESI & PF**. 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 will be provided to the staff during AMC period based on the availability, on payment as per NMPA 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.
- 4.3 **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.

4.4 **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.

4.5 **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 on **chargeable basis**.

4.6 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.

4.7 The Contractor shall ensure smooth operation and maintenance of Electrical installations 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.

4.8 The Contractor shall comply with all the **Central State and Municipal Laws and Rules** and shall be solely **responsible** for complying with the provisions of the **Contract Labour (Regulations & Abolition) Act**, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of

wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act.

The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

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

4.10 The Contractor shall indemnify the Port Authority for any claim made towards statutory default or any action due to non fulfillment of the statutory

- obligations towards **E.P.F., ESI** etc.
- 4.11 The date of commencement of the contract shall be effective from the day of issue of LoA or as per requirement.
- 4.12 The Contractor shall engage the personnel as per **clause No.5.2 of the Manning pattern** during the contract period. In case of failure of any Manpower to report on duty, applicable penalty shall be levied as per clause No. 3.53.
- 4.13 The Contractor should grant to all the deployed workers **one day weekly off, 3days National Holiday and 5days Festival Holiday and if he fails to do so the Contractor should make substitute arrangement. If the deployed persons are working on National Holidays & Festival Holidays they should be paid double wages without claiming any additional cost from NMPA.**
- 4.14 If any contract workers are engaged to continue the duty in addition to his general duty, the Contractor should pay applicable wages as overtime for the extra duties performed beyond general duty in a day without claiming any additional cost from NMPA. The overtime will be calculated by deleting the time allotted for lunch break in the preceding shift. The overtime allowances on working days will be paid at proportionate hourly wages (single OT) and on holidays specified by the Port, they will be paid overtime allowance at double the proportionate hourly wages (Double OT = Wages for paid holiday and Single overtime allowance) for the duty performed on such days.
- 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 The Contractor shall ensure the Electrical system readiness round the clock. Breakdown down maintenance of all the equipment needs to be carried out such that, the system readiness is not compromised. In case of Major Break down such as line faults, falling of Poles less than 2 Nos, structures, falling of trees due to heavy wind/rain shall be repaired/rectified within 1 day from the date of supply of spares by NMPA. If the number of damaged poles is more than 2 Nos with lines, the same shall be repaired/rectified within 2 days from the date of supply of spares by NMPA. If the Contractor fails to rectify/repair the failed component as per the time schedule mentioned above, penalty @ 2% per day on the daily O & M charges will be imposed till the rectification of the defect.
- 4.19 If the performance of the Contractor is found to be unsatisfactory, NMPA 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, NMPA 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 EMD will be forfeited, 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.

4.20 The Contractor shall upon direction by the Engineer-in-charge remove forthwith from the works any persons employed for the execution or O & M 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".

4.21 **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 recognised 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 off 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.
- l. 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 interalia 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 NMPA 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.

*** **

5. SCOPE OF WORK

5.1 Scope of work:

1. The Maintenance and repairs of all types of telephone instruments (push button telephone/1+1 telephone/Hot line instruments) of various make approximately 450 Nos including its complete wiring/cabling from EPABX exchange to the telephone instruments. The network system consists of both indoor and outdoor.
2. The scope of work including O & M of Main EPABX installed at NMPA telephone Exchange and one mini PABX system installed at Chairman's office including Telephone Extension and Instruments connected to it complete.
- 3 Work also includes tracing out the cable faults if any and rectification. If any casual labours are required to carry out the work like digging etc. shall be arranged by the contractor at his cost.

4. Work also includes extension of new connections and shifting of connections by making required wiring /cabling. All the materials/spares/cables/wires required to carry out the Maintenance work will be supplied by the Department.
5. The deputed technicians have to liaison and coordinate with BSNL as and when required.
6. The deputed technicians shall work as per the day to day instruction of EIC as and when required for the maintenance, repairs, and modifications of the Telecommunication system.

5.2 Manpower Required:

1	<p>Technician (Telephone) – 02 Nos.</p> <p>The Technician shall be ITI/ITC holder and shall have minimum 2 years experience in maintenance of Telephone Network System as mentioned in the scope of work.</p> <p>The Staff shall be deployed to work in General shift duties as per requirement.</p> <p style="text-align: center;">2 Nos. Technician (Telephone) on all week days From 9 A.M. to 6 P.M (Sunday Weekly Off).</p> <p>Note:</p> <ol style="list-style-type: none"> 1) The staff shall be made available to attend any emergency breakdown without any extra cost after the duty hours, if any. 2) In case manpower engaged on overtime duty overtime wages at applicable rate shall be paid extra at Contractors cost and record for the same to be maintained.
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Annexure - 1

PARTICULARS OF BIDDER:

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

1	Full name of the Firm:	
2	Head Office address:	
3	Contact person name at Head office:	
4	Telephone number/s:	

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

Signature & seal of the Bidder

Annexure - 2

TENDER FORM

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

To,

The Chief Mechanical Engineer,
New Mangalore Port Authority,
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 **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”** we the undersigned, offer to execute the work 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 enter into and execute within 14 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.
3. 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.
4. We have submitted the EMD & Tender Fees/exemption documents as per the instructions.
5. 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 14 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 Authority duly informing the MSME authorities if applicable.
6. We agree that the payment shall be made direct to us by the Port Authority in Rupees.

7. 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)

Witness

Signature:

Address:

Annexure - 3

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, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authority 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 **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”** vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSETH 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.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”**, 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 WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA...../2022-23 dated...../..../2022 and contains with.....pages in all.

Signed, sealed and delivered

by _____ for and on behalf of

(Contractor)

Witness:

1.

COMPANY SEAL

2.

CHIEF MECHANICAL ENGINEER

For and On behalf of the NMPA

(Board)

Witness

1.

2.

Annexure - 4

FORMAT OF PERFORMANCE SECURITY DEPOSIT - BANK GUARANTEE

1. In consideration of the Board of Authorityees of the New Mangalore Port incorporated by the Major Port Authoritys Act, 1963 as amended by the Major Port Authority 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 "**Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years**" 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.

2. 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 _____).
3. 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.
4. 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 Chief Mechanical Engineer 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 ----/-----/202 .

11. The Bank Guarantee is en-cashable at our _____ branch
at Mangalore, Karnataka

Dated ----- day of -----2022

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

Annexure – 5

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

**Non Comprehensive Maintenance contract for Telephone Network System at
NMPA for a period of Two years**

Ref: _____

The undersigned, having studied the pre-qualification submission for the
abovementioned 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 - 6

(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 **“Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years”**. 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)

Annexure. 7

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	

5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile/Fax/ e-mail of the Bidder	Telephone:
		Mobile:
		e-mail:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

ANNEXURE -8

DISPUTES REVIEW BOARD AGREEMENT

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

THIS AGREEMENT, made and entered into this Day of _____20_____ Between ("the Employer/ Board") and ("the Contractor"), and the Disputes Review Board ("the DR Board") consisting of One/three DR Board Members, (Members from either party, i.e contractor and Employer/ Board)

(1)

(2)

(3)

[Note Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/ Board and the Contractor have contracted for the execution of (P r o j e c t n a m e) (t h e "Contract") and WHEREAS, the contract provides for the establishment and operation of the DR Board NOW THEREFORE, the parties hereto agree as follows -

1. The parties agree to the establishment and operation of the DR Board in accordance with this DR Board Agreement.
2. Except for providing the services required hereunder, the DR Board Members should not give any advice to either party or to the Engineer or Engineer's Representative concerning conduct of the Works.

The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer's Representative, or a financial interest in the contract, except for payment for services on the DR Board_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer's Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer's Representative, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any

agreement with any party to the contract, or with the Engineer or Engineer's Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;

- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- 3 Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
 - 4 The Contractor shall
 - a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
 - b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities and secretarial and copying services.
 5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
 6. DR Board Member, shall not assign or subcontract any of their work under this Agreement
 7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
 8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.

9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed
10. DR Board Site visits:
 - a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
 - c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.
11. Procedure for disputes referred to the DR Board :
 - a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause [number] and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute can not be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the

Engineer or Engineer's Representative stating that it is made pursuant to *(insert relevant clause no.)*.

- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12 **Conduct of Hearings:**

- a) normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the DR Board. Private sessions of the DR Board may be held at any location convenient to the DR Board,
- b) The Employer/ Board, the Engineer or Engineer's Representative and the Contractor shall have representatives at all hearings.
- c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing is concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer

or Engineer's Representative. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide and the dissenting member any prepare a written minority report for submission to both parties.

[Note: Delete if it is one member DR Board]

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightway.

The Employer / Board and the Contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

ANNEXURE -9

DETAILS OF ONGOING CONTRACTS AT NMPA BEYOND 31.10.2022

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

ANNEXURE - 10

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter, the % of Local Content (%)
Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years	

ANNEXURE - 11

UNDERTAKING ON INDEMNIFICATION

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

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

- i. Any violation in course of 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 NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We _____(Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We _____(Bidders name) hereby undertake that,

- a. The workforce deployed under this contract will be provided with 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.

Sign and Seal of the Bidder/ Bidders Authorized representative

Annexure - 12

PRE-QUALIFICATION OF BIDDERS

PAYMENT RECEIPT DETAILS OF

M/s _____(firms name) CERTIFIED BY
STATUTORY AUDITOR

Name of the Work: "Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years".

E- tender No: 7/NCMC-Tele/EE(E)I/2022 dated 17/11/2022

Details of payment received for the completed similar work (For similar work, please refer Clause No 2.4.2.a of ITB) 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-12 is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory auditor:

Signature & Seal of the Statutory Auditor

UDIN No:

Ph No:

Email ID:

NOTE:

- The bidder has to submit the details of payments received for the works executed in Annexure-12 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.
- 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-12. 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-12, 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-12. 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 - 12** only shall be considered for technical qualification of the bidders. **LoA/Work orders/Agreements other than the ones mentioned in this Annexure-12 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.**
- d. Additional sheets may be used if necessary.

PART- III

BILL OF QUANTITIES

Tender No:7/NCMC-Tele/EE(E)I/2022

Dated: 17/11/2022

Name of work: Non Comprehensive Maintenance contract for Telephone Network System at NMPA for a period of Two years.

Sl. No.	Description of work	Qty	Rate per Month (in Rs.)	Total amount for 24 Months (in Rs.)
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1	Monthly charges for the Service Contract of Telephone Network System at Administrative Building, Wharf area and Port Colony and to carry out all the works as mentioned in the scope of work & manpower required (excluding ESI, PF and GST).	24 Months		
Total amount in words (exclusive of GST, ESI & PF) Rupees				

Note:

1. The rates quoted above at Sl. No.1 shall be **exclusive of ESI, PF & GST**.
2. Applicable GST shall be mentioned separately.
3. L1 will be considered exclusive of ESI, PF & GST.
4. Applicable GST, PF & ESI shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to NMPA for reimbursement at actual.

PART - IV

NMPA BANK DETAILS

Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore for making payment of **Tender Fee & EMD** through RTGS mode.

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

PART - V

CHECK LIST

Tender No:1/NCMC/Tele/SE(E)/2021

Dated: 17/11/2022

SCHEDULE for Checklist of Documents to be uploaded along with Technical Bid.

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO
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TECHNICAL BID	1	EMD and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.2.1		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work.		
	3	Copies of profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) ESI Registration Certificate d) PF Registration Certificate		
	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies, Corrigendum/Addendums if any.		
	6	a) Annexure – 1 -Particulars of Bidder. b) Annexure – 2 – Tender Form c) Annexure – 5 – Format of Declaration (on Bidder's Letter HEAD) d) Annexure – 6 - Power of Attorney - in Original e) Annexure - 7 - Bank information for E-payment f) Annexure - 8 - Dispute review Board agreement g) Annexure - 9 - Details of ongoing Contracts at NMPA h) Annexure - 10- Verification of Local Content i) Annexure - 11- Undertaking on indemnification j) Annexure - 12 - Pre-Qualification of Bidder		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			