



**NEW MANGALORE PORT AUTHORITY**  
**Ministry of Ports, Shipping & Waterways**  
**Govt. of India**



**TENDER DOCUMENT FOR**  
**“RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS**  
**DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS”**

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## PART - I

### SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINETHROUGH E-PROCUREMENT PORTAL

N.I.T. No. CME - 02/2023-24

Dated: 13/04/2023.

TITLE OF WORK: "RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS".

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है  
DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com) पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. **Bidder should take into account the corrigendum published before submitting the bids online on the**

portal or on <http://eprocure.gov.in/eprocure/app> or [www.newmangalore-port.com](http://www.newmangalore-port.com). Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should submit the EMD and tender fee as specified in the tender. The original RTGS/NEFT receipt /evidence of EMD Credited should be posted/couriered/given in person to the Tender Inviting Authority,(or attached along with technical bid) within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए। The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the bid including tender document(s) online duly sealed, signed, filled well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेजों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा। There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियाँ, जो अवसूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा। It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए। बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा,। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।

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

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएँ। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा। At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा। After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा | The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee and 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 except in the case as per clause no.2.2.1(e) below.
23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof

24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा । In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.
26. GST returns shall be filed in time by the successful bidder. Input Tax credit lost if any due to non-filing of return will be recovered from successful bidder.

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**SCHEDULE OF TENDER (SoT)**

**1. NOTICE INVITING TENDER**

N.I.T. No. CME-02/2023-24

Date: 13/04/2023

**TITLE OF WORK: TENDER FOR “RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS”.**

1	निविदा संख्या/ TENDER NO. CME-02/2023-24 निविदा आईडी/ Tender ID: 2023_NMPT_748939_1	Date: 13/04/2023
2	निविदा का तरीका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
3	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि/ Date of NIT available to parties to download.	13/04/2023 at 10.00 hrs
4	ऑनलाइन प्री-बिड केरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid query submission	13/04/2023 at 10.00 hrs
5	ऑनलाइन प्री-बिड केरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid query submission	20/04/2023 at 15.00 hrs
6	अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender	Rs 22,00,000/- ( Rupees Twenty Two Lakhs only) excluding GST.
7	बयाना राशि/ Earnest Money Deposit	Rs.52,000/- (Rupees Fifty Two Thousand only ) or exemption certificate as per clause No 2.2.1(e) of ITT. The EMD may be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects.
8	निविदा शुल्क/ 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(e) of ITT
9	<a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a> पर ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि/Date of Starting of e-Tender for submission Bid on line at <a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a>	21/04/2023 at 10.00 HRS



10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid.	<b>03/05/2023 at 15.00 HRS</b>
11	तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid.	<b>04/05/2023 at 16.00 HRS</b>
12	मूल्य बोली खोलने की तिथि और समय/ Date & Time of opening of Price Bid	To be communicated separately
13	संविदा अवधि/ Contract period	Supply & Installation of Xerox machines shall be completed within one month from the date of issue of work order. The contract period is 5 year from the date of installation of Xerox machines.
14	निविदा की वैधता /Validity of Tender.	<b>120 days from the date of opening of tender (Tech. Bid)</b>

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

Sd/-  
(Sringswara N.S)  
Superintending Engineer (Mech.)

## 2. INSTRUCTIONS TO THE TENDERERS(ITT)

### 2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Superintending Engineer(Mech) on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of “**RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS**”.

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Earnest Money Deposit – shall be **Rs.52,000/- (Rupees Fifty Two Thousand only )**. RTGS/NEFT receipt of the same shall be uploaded along with the Technical Bid. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser’s interest in all respects. *The evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.*
- b) TENDER FEE for **Rs. 560/- (Rupees Five Hundred and Sixty only)** inclusive of 12% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) 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 Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- f) Particulars of tenderer – Annexure 1
- g) Financial turnover – Annexure 2
- h) Details of experience – Annexure 3
- i) Tender form – Annexure 4
- j) Format for Declaration – Annexure 7
- k) Format of Power of Attorney – Annexure 8

- l) Format for proprietorship – Annexure – 9
- m) Dispute Review Board Agreement – Annexure 10
- n) Bank information for E-payment – Annexure 11
- o) Hand receipt – Annexure 12
- p) Undertaking of Indemnification – Annexure 13
- q) Verification of local content – Annexure 14
- r) Certificate for tenderers / bidders sharing land border - Annexure 15
- s) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -16
- t) Copies of the GST Registration Certificate and PAN card to be submitted

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 eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover, details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -2, 3 & 4.
- 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 2.22.

### 2.4 **(MQC) MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)**

- 2.4.1 **FINANCIAL CRITERIA:** The Bidder should have an average Annual financial turnover of **Rs.6,60,000/-** 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 and latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

- 2.4.2 The tenderer shall have Experience in the field of Supply or Operation and maintenance of Xerox machines for a minimum period of one (1) year at any Port/Govt./PSU or any reputed organization during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited.
- 2.4.3 In order to meet the Technical criteria as per clause No 2.4.2 above, the bidder shall submit the self-attested photo copies of LOA/work order/agreements for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- 2.4.4 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified from participating in tenders at New Mangalore Port Authority for a period of 3 years duly informing the MSME authorities if applicable, if they have :
- 2.4.4.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 2.4.4.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
- 2.5 LAST DATE FOR SUBMISSION OF TENDER** : NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.
- 2.6 RATES TO BE INCLUDED FOR ALL EXPENSES**
- 2.6.1 The Bidder may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.
- 2.6.2 The 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 GST registration certificate shall be enclosed along with the tender.
- 2.6.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.
- 2.7 AUTHORITY IN SIGNING TENDER DOCUMENTS:**
- 2.7.1 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.
- 2.7.2 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.

## **2.8 ONE BID PER BIDDER**

- 2.8.1 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.
- 2.8.2 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
- 2.8.2.1 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
- 2.8.2.2 Submit more than one Tender in this Tendering process.
- 2.8.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.22, at the date of contract award, shall be disqualified.
- 2.8.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **2.9 BIDDER TO INFORM HIMSELF FULLY**

- 2.9.1 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.
- 2.9.2 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.

## **2.10 EARNEST MONEY DEPOSIT (EMD)**

- 2.10.1 The tender shall be accompanied by proof (NEFT/RTGS) of Earnest Money deposit of Rs.52,000/- (Rupees Fifty Two Thousand only) inclusive of 18% GST 'OR' exemption certificate as per clause No 2.2.1(e) of ITT. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1 (e).

- 2.10.2 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.**
- 2.10.3 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 **2.21**.
- 2.10.4 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**.
- 2.10.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.
- 2.10.6 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
- 2.10.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.10.6.2 The successful Bidder fails within the specified time limit to:
- 2.10.6.2.1 Sign the Agreement AND / OR furnish the required Performance security.
- 2.10.6.2.2 Fail to commence the work on the specified date as per LOA/Work order.
- 2.10.6.2.3 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.
- 2.10.6.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
- 2.10.6.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

**2.11 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.

**2.12 AMENDMENTS:**

- 2.12.1 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.
- 2.12.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the

tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

**2.13 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.

**2.14 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 2.10 of Tender Document.

**2.15 TENDERED CURRENCIES:**

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

**2.16 PRE BID QUERIES**

Pre-bid queries shall be uploaded online only in the e-procurement portal on or before 20/04/2023 at 15:00 Hrs. Queries through hard copy or email shall not be entertained. The response to the queries/clarification received from the Bidders shall be uploaded on NMPA/ CPP websites. No pre-bid meeting will be held with the prospective Bidders.

**2.17 TENDER OPENING AND EVALUATION:**

2.17.1 **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.

2.17.2 **SCRUTINY AND EVALUATION OF THE TENDER**

2.17.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at clause 2.3 & 2.4 has been properly signed by an authorized signatory holding Power of Attorney in his favour (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.

2.17.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

2.17.2.3 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 or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

- 2.17.2.4 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.
- 2.17.2.5 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.
- 2.17.2.6 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.

### 2.17.3 **OPENING OF PRICE BID:**

- 2.17.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- 2.17.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 2.17.3.3 The Bidders has to quote the rate for the subject work in the price Bid format– PART III excluding GST.



2.17.3.4 The evaluation shall be done on the basis of **lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.

2.17.3.5 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) :-

2.17.3.5.1 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.

2.17.3.5.2 If L1 is not a Class – I Local Supplier, the lowest bidder among the Class –I local supplier, will be invited to match the L1 price subject to Class –I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class – I Local supplier subject to matching the L1 price.

2.17.3.5.3 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 15 compulsorily along with the Bid clearly indicating the percentage of local content 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.

2.17.3.6 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.17.3.7 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.

2.17.3.8 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.

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

## **2.18 AWARD OF CONTRACT**

2.18.1 **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.

## **2.19 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 on the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

## **2.20 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 2.20.1 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 successful bidder in consideration of the execution completion and maintenance of the works by the successful bidder as prescribed by the contract (hereinafter and in the contract called the "contract price").
- 2.20.2 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 2.21.
- 2.20.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Successful bidder shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Successful bidder, in the Annexure 5 with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

**2.21 PERFORMANCE SECURITY:** The Successful Bidder shall have to furnish a Security Deposit in the form of a Bank Guarantee (BG) for Rs.78,000/- (Rupees Seventy Eight Thousand only) from any

Nationalized/Scheduled Bank, in the approved format within 28 days from the date of issue of Letter of Intent/ work order. The Bank Guarantee shall be kept valid for the total period of 5 year plus Six Months claim Period. The Performance Security shall be released to the Successful bidder 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.2.10. The Performance security may also be furnished in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt from commercial bank, Bank guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Any defect noticed during the guarantee period shall be rectified by the successful bidder at free of cost.

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

## **2.22 CORRUPT OR FRAUDULENT PRACTICES**

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

2.22.1 defines, for the purpose of these provisions, the terms set forth below as follows:

2.22.1.1 "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

2.22.1.2 "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.

2.22.2 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.

2.22.3 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.

**2.23 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.

## **2.24 SETTLEMENT OF DISPUTES:**

2.24.1 **Amicable Settlement of Disputes:** If any dispute or differences or claims of any kind arises between the New Mangalore Port Authority and the Successful bidder in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party to refer the disputes to the Chairman of New Mangalore Port Authority and Successful bidder as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve such dispute, difference or claim.

2.24.2 **Conciliation:** If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (1) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and appointed by the Board of New Mangalore Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of New Mangalore Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.24.3 or 2.24.4.

### **2.24.3 Arbitration**

2.24.3.1 Any Dispute which is not resolved amicably as provided in Clause 2.24.1 and/or 2.24.2 shall be finally settled by arbitration as set forth below: -

2.24.3.1.1 The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

2.24.3.1.2 The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Appendix.

2.24.3.1.3 The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties

shall be English

2.24.3.1.4 The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

2.24.4 **Adjudication by Adjudicatory Board:** In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Successful bidder and the New Mangalore Port Authority, all disputes not settled under Clause 2.24.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 3 and the adjudication hereunder shall be final and binding.

2.24.5 In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

Sd/-  
(Sringswara N.S)  
Superintending Engineer (Mech.)

### **3.0 GENERAL TERMS AND CONDITIONS OF CONTRACT**

#### **3.1 DEFINITIONS**

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

- 3.1.1 "Employer"** means New Mangalore Port, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Successful bidder"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Successful bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the successful bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the successful bidder under the contract.
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 "Approved" or "Approval"** shall mean approval in writing.
- 3.1.10 "Month"** shall mean English Calendar Month.
- 3.1.11 "Engineer-in-charge/representative"** shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.12 "Local Content"** means the amount of value assed 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.
- 3.1.13 "Class – I local supplier"** means a supplier or successful bidder , whose goods , services or works offered for procurement , has local content equal to or more than 50%.

**3.1.14 “Class – II Local Supplier“** means a supplier or successful bidder, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.

**3.1.15 “ Non Local supplier “** means a supplier or successful bidder, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

**3.1.16 “Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.

**3.1.17 “L1”** means the Lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

### **3.2 USE OF CONTRACT DOCUMENT:**

**3.2.1** The Successful bidder shall not, without prior consent, make use of any document except for the purpose of performing this contract.

**3.2.2 Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### **3.3 PERIOD OF CONTRACT**

Supply & Installation of Xerox machines shall be completed within one month from the date of issue of work order. The contract period of 5 years shall be reckoned from the date of installation of Xerox machines. NMPA shall, however, have the right to exercise its discretion of extending the contract by one or 2 more year in case it considers it necessary. The extension shall be granted on the basis of same rates, terms and conditions of the contract on mutual acceptance, subject to satisfactory performance.

### **3.4 LIQUIDATED DAMAGES**

In case of delay in Installation of the Xerox machines, Liquidated Damages (L.D) may be levied at the rate of Rs.500/- per day/machine till the installation is complete in all respect.

### **3.5 PAYMENT TERMS:**

**3.5.1** The successful bidder shall be paid the actual copies taken by all the Xerox machine installed at NMPA at the quoted rates per copy or a minimum monthly bill for an amount totaling to the product of minimum 3000 copies per machine and the number of machines installed, separately for BOQ Sl.No.1 & 2, whichever is higher.

**3.5.2** The payment shall be released on monthly basis through RTGS against submission of bills in full shape in triplicate. Along with the Invoice, the successful bidder has to submit the details of

starting reading, closing reading, the location and certification by the section in-charge for Individual Xerox Machines.

**3.5.3** Statutory Taxes as applicable will be deducted while releasing payment.

**3.6** **TAXES:** The successful bidder 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 Successful bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

**3.7** **INCOME TAX:** Applicable Income tax will be deducted from the bills and necessary certificate will be issued to the successful bidder by the Finance department. All the applicable statutory recoveries shall be made from the bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

**3.8** **EXIT CLAUSE:**

NMPA will have the liberty to terminate the contract by giving an advance notice of (30) thirty days in case there are strong business reasons for it to do so as determined by its management.

**3.9** **TERMINATION OF THE CONTRACT**

**3.9.1** In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Successful bidder to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than thirty (30) days notice in writing to that effect and if the successful bidder, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:

**3.9.1.1** forfeit the Performance Guarantee as it may consider fit;

**3.9.1.2** get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Successful bidder; and recover from the Successful bidder (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.

**3.9.2** If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the Successful bidder as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security



may be recovered by deducting the said amount from pending bills of the successful bidder under this tender or from money due to the Successful bidder by NMPA under this or any other contract or otherwise. The Successful bidder shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

**3.9.3** If at any time the successful bidder becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

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

### **3.10 DEBARRING OF BUSINESS DEALINGS**

**3.10.1** In the event of premature termination of contract in terms of provisions of clause 3.9 above, NMPA shall also be entitled to **debar** the successful bidder for participation in future tenders of NMPA for a period of three (03) years forfeiting the EMD/performance security /duly intimating MSME if applicable.

**3.10.2** Further, in case if it comes to the notice of NMPA that the bidder/Successful bidder has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such successful bidder for a period of three (3) years duly intimating MSME if applicable/ forfeiting EMD/performance security.

**3.11** The Bidder shall ensure that,

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

**3.12 INSURANCE: The successful bidder may its own discretion** maintain the Insurance policy for the installed Xerox machines during execution of contract work The Successful bidder shall 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.

**3.13 INDEMNIFICATION:** The Successful bidder shall submit the indemnification undertaking as per Annexure 14.

**3.14 CONDUCT:** The Successful bidder, 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 Successful bidder 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.

**3.15 ACCIDENT**

**3.15.1** The Successful bidder 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.

**3.15.2** The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Successful bidder during the contract period.

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

**3.17 FORCE MAJEURE:** Notwithstanding anything in this agreement to the contrary neither the NMPA nor the successful bidder shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

**3.18 DEATH OF THE SUCCESSFUL BIDDER:** No alteration by death, resignation, addition or otherwise for or to the successful bidder or the partners constituting the successful bidder’s firm shall vitiate or affect this contract but the successful bidder’s heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

**3.19 NOTICE:** Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, NMPA, shall be issued or taken on his behalf by the official, in charge of the

work, or officer so nominated by the Competent Authority. The successful bidder shall furnish to the Chief Mechanical Engineer of NMPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Successful bidder if delivered to him or his authorized representative or left at or posted at the address so given.

**3.20 WAIVER OF DAMAGES:** Notwithstanding anything contained hereinabove, the Chairman, NMPA shall be the Authority to consider waiver of any damages imposed under this contract, by the Mechanical Engineer / Engineer In-charge, in part or full, at his sole discretion.

**3.21 INTERPRETATION OF THE CLAUSE:** Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of NMPA, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the NMPA's condition/clause of contract if required.

**3.22 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA**

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at **Annexure – 15**.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'successful bidder' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Tender means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- iv. The beneficial owner for the purpose of [3.22.(iii)] above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any successful bidder from a country which shares a land border with India unless such successful bidder is registered with the DPIIT. The successful bidder shall furnish the certificate as per **Annexure – 16**.

Sd/-  
(Sringswara N.S)  
Superintending Engineer (Mech.)

#### **4. SPECIAL CONDITIONS OF CONTRACT**

- 4.1 The rates quoted shall be inclusive of all taxes & duties excluding GST and the same is firm & final. The rate quoted shall be inclusive of all expenses such as labour cost, material cost, consumables required, other incidental charges etc. complete required for successful completion of the subject work excluding GST. GST item shall be shown separately in the Bill of Quantity. GST as applicable shall be paid extra.
- 4.2 The Successful bidder should have **valid GST Registration certificate** and the same should be uploaded along with the tender. **The tenders without the same shall be liable for rejection and disqualification.** GST will be paid on production of documentary evidences.
- 4.3 NMPA will provide the space for installation of machine, paper required for photocopy and power supply to the machine.
- 4.4 The Successful bidder shall provide 23 Nos. of Xerox Machines of 20CPM and 2 Nos. of Xerox Machines of 30CPM with following minimum specification
- i. Two tray and one mutual by-pass
  - ii. Dry toner Digital Machine
  - iii. Networking printer
  - iv. A.R.D.F, Duplex,
  - v. Copying & scanning papers up to A3 size.
- Note : The actual requirement may increase /decrease and the same will be communicated while placing the orders.
- 4.5 All the Xerox machine provided by the successful bidder shall be brand new.
- 4.6 The Successful bidder shall provide a CVT/Voltage Stabilizer (if required) along with the digital photocopier machine to prevent the damage occurred due to power fluctuation.
- 4.7 Any additional requirement of Xerox machine by NMPA, shall be provided within 30 days from the date of intimation at the same rates, terms & conditions during the contract period.
- 4.8 The Xerox machines provided by the successful bidder shall be operated by the Departmental staffs. Necessary training for the operation of the machines shall be provided by the successful bidder for smooth functioning.
- 4.9 The successful bidder firm will provide services for repairs, spare parts, consumables such as ink/toner cartridge etc to keep the machines in good working condition.
- 4.10 In case of any interruption in service or any fault in machine, the department/office will intimate same to the successful bidder by email/telephonic message. The **successful bidder** will sort out the problem/complete the required repairs within 24 hours from the time of intimation of interruption/fault. In case of failure to resume the Xerox machine services within 24 hours from the time of intimation of interruption/fault, a penalty of Rs. 100/- per day or part thereof will be levied till the rectification.

- 4.11 All installation related works shall be responsibility of the Successful bidder. The Successful bidder should take timely action to complete installation works within 30 days from the date of issue of work order.
- 4.12 Any damages to the departmental properties during the installation works will be on successful bidders account.
- 4.13 The Wharf entry passes shall be provided to the successful bidder and their workmen & vehicles by the department free of cost as per the rules during the contract period. The required documents for the same shall be provided by the successful bidder well in advance.
- 4.14 The successful Bidder shall furnish an undertaking on their Firm's letterhead for the following before executing the Contract agreement;
- a. We will ensure that our workforce will be provided with and use all necessary safety gears and equipments required for the job.
  - b. We will follow all the required safety procedures while executing the job.
  - c. We indemnify the Port for any accidents / incidents while carrying out the Contract.
- 4.15 The Xerox machine, once installed in the office, cannot be taken outside of the office premises during the contract period without prior permission from NMPA.

Sd/-  
(Sringswara N.S)  
Superintending Engineer (Mech.)

**PARTICULARS OF TENDERER:**

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

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

Signature & seal of the Tenderer

**FINANCIAL TURNOVER**

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

A: Banker's Details:

<b>Name of the Banker In Full</b>	
Address of Banker	<b>Telephone No:</b>
	<b>Fax No:</b>
	<b>Contact Person name:</b>

**B: Summaries of actual assets and liabilities for the Last 03 years. i.e. 2019-2020, 2020-2021 and 2021-22**

Financial Year	Turnover		
	2019-2020	2020-2021	2021-22
i.e. LAST THREE FINANCIAL YEARS ENDING 31 <sup>ST</sup> MARCH OF THE PREVIOUS YEAR			

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

**Attachments :-**

- i) Financial reports for the last three years : balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies.

**Signature & Seal of the Bidder**



**DETAILS OF EXPERIENCE**

Details of Past similar work made during the last seven years:

Sl. No.	Name of Work	Work Order and Date	Value of the Contract

**Signature of Tenderer with Company Seal**

**NOTE:** Photo copies of work order and Performance Certificate issued by the Client are to be enclosed along with the tenderer's offer. Additional sheets may be used if necessary.

TENDER FORM

(Note: - Tenderers 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 Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “**RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS**” we the undersigned, offer to execute the O&M Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees of Rs. \_\_\_\_\_/- in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have deposited the Earnest Money as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, 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.
7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
8. We understand that you are not bound to accept the Lowest bid 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:

**FORM OF AGREEMENT**

THIS AGREEMENT made at Mangalore this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN M/s. \_\_\_\_\_ (hereinafter called "the Successful bidder") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF MEMBERS, 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 **“RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS”** and Guaranteeing the performance for a period of 6 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
  - a) The said tender
  - b) The acceptance of tender
  - c) The conditions of Contract
  - d) The scope of work/specifications.
  - e) The Price schedule and all other Annexures
  - f) The Successful bidder’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
16. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS”** in conformity in all respects with the provision of the Contract.
16. The Board HEREBY COVENANT to pay to the Contractor in consideration of the **work of “RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 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...../2023..... dated...../...../2022 and contains with.....pages in all.

Signed, sealed and delivered  
by \_\_\_\_\_ for and on behalf of the said  
\_\_\_\_\_ in pursuance of a resolution of  
the Board of Directors of the  
\_\_\_\_\_ passed at a meeting held on

(Successful bidder)  
COMPANY SEAL

Witness: 1.  
2.

**CHIEF MECHANICAL ENGINEER**  
**For and On behalf of the NMPA**  
**(Board)**

**in presence of**  
**Witness 1.**  
**2.**

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for “**RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS**” vide Work Order No. \_\_\_\_\_ (hereinafter called ‘the Contract’) to M/s. “**Name of the Successful bidder**” (hereinafter called the ‘Successful bidder’) 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 Successful bidders 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 Successful bidders 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 Successful bidders 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 Successful bidder’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 Successful bidders 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 Successful bidders, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_(Name of 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 Successful bidders 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 Successful bidders and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Successful bidders or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Successful bidders or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
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 Successful bidder.
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 ----/----/2023.
11. The Bank Guarantee is enchasheable at our branch at \_\_\_\_\_, Mangalore

Dated ----- day of -----2023

For

(Authorised Signatory/s)  
(Name & Code No.)  
(For and on behalf of Bank.)

**FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_

**RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 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) 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.

Date:

Place:

Name of the Applicant : \_\_\_\_\_

\_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_

\_\_\_\_\_

**(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 **“RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 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)

**FORMAT FOR PROPRIETORSHIP**

To,  
The Chief Mechanical Engineer,  
New Mangalore Port Authority,  
Headland Sada, Vasco,  
India

Sir,

Name of the Work: **“RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS**

Ref.: E-tender No. \_\_\_\_\_

This is to inform you that I Mr. (Name)\_\_\_\_\_is the sole proprietor of M/s. \_\_\_\_\_having their registered office at \_\_\_\_\_(Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by New Mangalore Port Authority.

**Sign and Seal of the Bidder/ Bidders Authorized representative**

**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 Successful bidder"), 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 Successful bidder, 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 Successful bidder, 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 Successful bidder.
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 Successful bidder. 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 cannot 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 Successful bidder, 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 are 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.

Signed, sealed and delivered  
by \_\_\_\_\_ for and on behalf of the said  
\_\_\_\_\_ in pursuance of a resolution of  
the Board of Directors of the  
\_\_\_\_\_ passed at a meeting held on

(Successful bidder)  
COMPANY SEAL

Witness: 1.  
2.

**CHIEF MECHANICAL ENGINEER**  
**For and On behalf of the NMPA**  
**(Board)**

**in presence of**  
**Witness 1.**  
**2.**

**Bank Information for E-Payment**

1	Name and full address of the Tenderer	
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 No. of the tenderer	<b>Telephone:</b>
		<b>Mobile:</b>
		<b>Fax:</b>
8	<b>Xerox copy of a cheque should be enclosed</b>	
9	<b>PAN</b> (Xerox copy of <b>Permanent Account Number</b> shall be enclosed)	

Signature and seal of the Tenderer

**HAND RECEIPT**

Name of Payee :

Head of account : GLC –

Authority :

HAND RECEIPT

(C.P.W.A.28)

(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)

Department : Superintending Engineer, Mechanical

Cash Book Voucher No.

Dated:

1. Pay by Cheque / Cash

2. Paid by me

Received from the Sub Divisional Officer-in-charge of .....Sub Division the Sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ - only)

Name of the work or purpose for which payment is made : Being the refund of EMD furnished along with the Tender No. \_\_\_\_\_ for the work of “RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS” vide Receipt No. dtd. - - 2023.

Seal & Sign. Of the Tenderer

Date:

Signature of Payee:

Witness:

- ◆ The officer authorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.
- ◆ The person actually making the payment should initial and date payment certificate (2).
- ◆ In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.
- ◆ Payment should be attested by some known person when the payee’s acknowledgement is given by a mark, seal or thumb impression.



**UNDERTAKING ON INDEMNIFICATION**

We \_\_\_\_\_ (Bidders Name ) hereby agree and undertake to indemnify, keep indemnified, defend 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 indemnified against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by 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.

Sign and Seal of the Bidder/ Bidders Authorised representative

**VERIFICATION OF LOCAL CONTENT**

<b>Tender No &amp; Name of the work</b>	<b>Bidder shall enter , the % of Local equipment and accessories he will be supplying (%)</b>
CME-02/2023-24 dated 13/04/2023  <b>RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS OF NMPA FOR A PERIOD OF 5 YEARS</b>	

Sign &amp; Seal of the bidder

**Certificate for Tenderers / Bidders sharing Land Border**

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

**Sign and Seal of the Bidder/ Bidders Authorized representative**

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

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

**Sign and Seal of the Bidder/ Bidders Authorized representative**

**PRICE BID****Tender Inviting Authority: Office of the Superintending Engineer(M), New Mangalore Port****Authority, Panambur, Mangalore, Karnataka-575010****Name of Work: RATE CONTRACT FOR HIRING XEROX MACHINES TO VARIOUS DEPARTMENTS  
OF NMPA FOR A PERIOD OF 5 YEARS****Contract No: CME-02/2022-23 DATED 12/04/2023**

<b>Name of the Bidder/ Bidding Firm / Company :</b>				
<b><u>PRICE SCHEDULE</u></b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )				
<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Item Code / Make</b>	<b>RATE per print In Figures To be entered by the Bidder in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>7</b>	<b>15</b>
2	Rate per print for providing Xerox machine of 20 CPM	item1		INR Zero Only
3	Rate per print for providing Xerox machine of 30 CPM	item2		INR Zero Only

Contractor signature  
Stamp & Seal:

**NMPA BANK DETAILS FOR REMITTING TENDER FEES**  
Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore.

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

\*\*\*\*\*

**CHECK LIST**

**Tender No: CME-02/2023-24**

**Dated: 13/04/2023**

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

<b>DETAILS OF DOCUMENT TO BE SUBMITTED</b>		<b>YES</b>	<b>NO</b>	
<b>TECHNICAL BID</b>	1	EMD and RTGS receipt of Cost of Tender or supporting document for exemption of Tender Fee as per clause 2.9.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	Tender Document , sealed and signed by the bidder along with Pre-bid replies , corrigendum/addendums if any		
	6	a) Particulars of tenderer – Annexure 1 b) Financial turnover – Annexure 2 c) Details of experience – Annexure 3 d) Tender form – Annexure 4 e) Format for Declaration – Annexure 7 f) Format of Power of Attorney – Annexure 8 g) Format for proprietorship – Annexure – 9 h) Dispute Review Board Agreement – Annexure 10 i) Bank information for E-payment – Annexure 11 j) Hand receipt – Annexure 12 k) Undertaking of Indemnification – Annexure 13 l) Verification of local content – Annexure 14 m) Certificate for tenderers / bidders sharing land border - Annexure 15 n) Certificate for tenderers / bidders for works involving possibility of sub-contracting sharing land border – Annexure -16 o) Copies of the GST Registration Certificate and PAN card to be submitted	-	
<b>PRICE BID</b>	<b>PART-III - Price Schedule (Online Mode Only)</b>			