



NEW MANGALORE PORT AUTHORITY
(Ministry of Ports, Shipping & Waterways, Govt. Of India)

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NIT NO.: EE-I/ESD-III/A/2022-23/06/10

TENDER DOCUMENT

FOR

**Providing Light & Sound System, LED Wall, Pedestal Fans
and Air Coolers on Rate Contract Basis for the period of two
years as and when required on hire basis**

**(NIT, GENERAL TERMS & CONDITIONS, SPECIAL TERMS & CONDITIONS
TECHNICAL SPECIFICATION & BOQ)**

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

N.I.T. No. EE(E)-I/ESD-I/A/2022-23/07/01

Date: 26.07.2022

Name of Work: “Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”.

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 requirement and then attach them along with bid documents during bid submission. This will ensure easier 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 documents as stated in 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 bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or <http://www.newmangaloreport.gov.in> पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are queries connected with this tender, have to be clarified online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <http://eprocure.gov.in/eprocure/app> or <http://www.newmangaloreport.gov.in>. All documents to be submitted, as indicated in the tender schedule should be in PDF formats.
9. बोलीदाता को निविदा में निर्दिष्ट बोली सुरक्षाकी व्यवस्था करनी (जैसा लागू हो) ईएमडी और निविदा शुल्क/ चाहिए। मूल को निविदा के लिए बोली जमा करने की तिथि और समय के भीतर, निविदा आमंत्रित करने वाले प्राधिकारी को व्यक्तिगत रूप से पोस्टव्यक्तिगत रूप से दिया जाना चाहिए।/कूरियर। Bidder should arrange for the Bid Security/EMD & tender fee (as applicable) as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए |
The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए ।
The Bidder has to submit the tender document(s) online well in advance, before the prescribed time to avoid any delay or problem during the bid submission process.
12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में 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 that can be uploaded at the server end. However, the upload is dependent on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and file size is optimum. This will help in quick uploading even at very low bandwidth speeds.
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। बोलियां, जो अवरूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा ।
It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, Bid Submission Process is completed. 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 delay or the difficulties faced during submission of bids online by the bidders due to local issues.

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

The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected.

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

At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details. The documents submitted by the bidder should then 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 एक्ज़ॉलेजमेंट 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 proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.

18. 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 means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for correctness of the bid.

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 ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids.

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 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, ईएमडी 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, EMD and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected.
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 input 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 EMD/SD GST is applicable and while imposing penalty/LD applicable GST shall be collected.

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SCHEDULE OF TENDER (SoT)

NOTICE INVITING TENDER

N.I.T. No. EE(E)-I/ESD-I/A/2022-23/07/01

Date: 26/07/2022

TITLE OF WORK: “Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”

1	TENDER NO.	EE(E)-I/ESD-I/A/2022-23/07/01
2	MODE OF TENDER	E-Procurement System (Online Techno-Commercial Bid Single Cover) through e-procurement portal https://eprocure.gov.in/cppp/
3	Estimated Cost	Rs. 18,49,500/- (Rupees Eighteen Lakhs Fort Nine Thousand Five Hundred Only) excluding applicable GST.
4	Earnest Money Deposit	Rs. 43,650/- (Rupees Forty Three Thousand Six Hundred and Fifty only) inclusive of 18% GST ‘OR’ exemption certificate as per clause No 2.2.1(k) of ITB
5	Tender Fees	Rs. 560/- (Rupees Five Hundred and sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(k) of ITB
6	Date of NIT available to parties to download	26/07/2022 at 09.00 HRS
7	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	26/07/2022 at 09.00 HRS
8	Date of closing of e-Tender for submission of Bid.	04/08/2022 at 15.00 HRS
9	Date & Time of opening of Technical Bid & Price Bid.	05/08/2022 at 16.00 HRS
10	Contract period	2 years from the date of issue of LOA.
11	Validity of Tender	120 days from the date of opening of tender.

Sd/-

Executive Engineer (E)

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

E- tenders in Single Cover system (Techno-Commercial Bid & Price Bid) are invited by Executive Engineer(E)-I on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced firms for the work of **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”**.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) Bid Security/EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted.
- b) 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 ‘OR’ exemption certificate as per clause No 2.2.1(k) of ITB Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (k) below.
- c) Earnest Money Deposit of **Rs. 43,650/-** (Rupees Forty Three Thousand Six Hundred and Fifty only) inclusive of 18% GST- NEFT Receipt shall be uploaded along with the Technical Bid ‘OR’ exemption certificate as per clause No 2.2.1(k) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (k) below.
- 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) Particulars of Bidder - **Annexure – 1**.
- f) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client

- g) Tender Form as per **Annexure- 2**.
- h) Bank Details of the Bidder for E-Payment - **Annexure-5**.
- i) Copies of the GST Registration Certificate, PAN card, ESI & PF Registration Certificate to be submitted.
- j) Form of Declaration – **Annexure-4**
- k) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of tender fee & EMD on producing self attested supporting certificates and Bid Security Declaration as per Annexure-I along with Technical Bid.
- l) Verification of Local Content – **Annexure -6**
- m) Undertaking on Indemnification – **Annexure - 7**
- n) Indemnity Bond - **Annexure -8**

2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the experience as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the details of experience and Tender Form information as per **Annexure - 2**.
- 2.3.3 Government owned enterprises may only participate if they are

legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.

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

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS (MQC):

2.4.1 The bidder should have experience in **“Providing/arranging Light & Sound System to events”**. The copy of work order and work completion certificate issued by the client in favour of the bidder shall be uploaded as supporting documentary evidence failing which the Tender is liable for rejection.

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

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

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

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

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES

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

2.5.3 All expenses towards **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”** shall be borne by the Bidder and the Bidder will be paid only a flat rate of

charges as per the rate quoted in the price bid Format (PART III) excluding GST which shall be paid on actual based on documentary evidence.

2.5.4 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.

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

2.6 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.6.2 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.

2.6.3 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.7 **ONE BID PER BIDDER**

2.7.2 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.7.3 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

2.7.3.1 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

- 2.7.3.2 Submit more than one Tender in this Tendering process.
- 2.7.4 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 **BIDDER TO INFORM HIMSELF FULLY**

- 2.8.2 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Technical Specifications, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.3 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

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

2.9 **EARNEST MONEY DEPOSIT**

2.9.1 The tender shall be accompanied by proof (NEFT/RTGS) of Earnest Money deposit of **Rs. 43,650/-** (Rupees Forty Three Thousand Six Hundred and Fifty only) inclusive of 18% GST '**OR**' exemption certificate as per clause No 2.2.1(k) of ITB along with Bid. EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1 (k).

2.9.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**

2.9.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest). In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.

2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract within 14 Days from the Date of issue of Work Order.

2.9.5 The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable , if

2.9.5.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.5.2 the successful Bidder fails within the specified time limit to

2.9.5.2.1 Sign the Agreement AND / OR furnish the required Performance security.

2.9.5.2.2 Fail to commence the work on the specified date as per Work order.

- 2.9.5.2.3 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.
- 2.9.5.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
- 2.9.5.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

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

2.11 **AMENDMENTS:**

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

2.11.3 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.

2.12 **LANGUAGE OF TENDER :**

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

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

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

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES

Not applicable.

2.16 TENDER OPENING AND EVALUATION:

2.16.2 **OPENING OF TECHNICAL BID & Price BID:** Technical bids & Price Bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.3 **SCRUTINY AND EVALUATION OF THE TENDER**

2.16.3.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by 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.

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

2.16.3.3 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.

2.16.3.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.3.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.3.6 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.

2.16.4 EVALUATION OF PRICE BID:

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

2.16.4.2 The Bidders has to quote the rate for the subject work in the price Bid format- PART III excluding GST.

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

2.16.4.4 Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as Non Local supplier as per the following procedure :-

2.16.4.4.1 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.

2.16.4.4.2 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.

2.16.4.4.3 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 6** 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.

2.16.4.5 The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 14 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the **Annexure 3** of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.

2.16.4.6 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.

2.16.4.7 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.

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

2.17 **AWARD OF CONTRACT**

2.17.2 **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. The second bidder (L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

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

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

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.2.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

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

2.19.2.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the **Annexure 3** with

such modifications as may be necessary. 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 **14 Days** from the Date of issue of Work order. The completion period of the contract shall be as mentioned in the Work order. The Bidder shall submit 10 sets of agreement copies at his own cost.

2.20 PERFORMANCE SECURITY DEPOSIT @ 3% on contract value plus GST will be deducted from the bill and the same will be refunded after the expiry of Guarantee period of one year.

2.21 CORRUPT OR FRAUDULENT PRACTICES

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

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

2.21.2.1 "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

2.21.2.2 "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.

2.21.3 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.

2.21.4 will declare a Bidder ineligible, either indefinitely or for a

stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The Contract for **Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis** during Official programmes, functions, national festivals etc. shall be for the period of **Two years** reckoned from the date of issue of work order and the same may be extendable for a further period of **one year** as mutually agreed under the **second year rates** with same terms & conditions of Tender.
2. The BOQ mentioned in the price schedule is indicative only which may increase or decrease as per actual qty required at site for programmes, functions, national festivals etc. If the items qty varied/ increased as against the proposed qty mentioned in the price schedule, then extra payment will be made for the supplied items at the accepted rate, subject to approval of Competent Authority with permissible limit/power.
3. Payment will be made as per actual quantity/size supplied & carried out for the programmes/events at site at the accepted rates for the proposed items within 15 days from the date of receipt of Invoice/bill from the firm.
4. The bidder should have experience in **Providing/arranging Light & Sound System to events**. The copy of **work order** and **work completion certificate** issued by the client in favour of the bidder shall be uploaded as supporting documentary evidence **failing which the Tender is liable for rejection**.
5. The contractor should have valid **GST Registration Certificate, ESI & PF Registration Certificate, PAN** and the same shall be uploaded.
6. **The benefit of Exemption of Tender fee to all micro and small Enterprises Registered with NSIC/MSME under Udyog Aadhaar will be considered.**
7. The successful Tenderer has to execute an Agreement with the **Stamp paper of Value Rs 100/-** in the prescribed format within **14 days** from the date of issue of order.
8. All rates shall be quoted in proper form as per the Tender. The Rates quoted should be valid for **120 days**.

9. The Tenderer **may visit the work site** and get acquainted himself with the site conditions, nature of work involved before quoting, taking prior appointment with the undersigned. Any assistance in this regard will be provided by the Department.
10. No tools, plant, labour, equipment, transport, etc. required for the work will be supplied by the Department and the Contractor has to make his own arrangements.
12. The Tenderer shall be responsible for making good of all the damages done during the work and has to employ skilled & competent workers for carrying out the work.
13. The Tenderer shall be responsible for taking precautionary measures for the safety of the workmen working under him and the responsibility arising due to any mishap during the execution of work, payment of any compensation etc., lies entirely on the part of the Contractor. Safety Items required while working are to be provided by the Contractor.
14. The acceptance of the tender rests with the competent authority of NMPT who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason.

15. INSURANCE

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

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 50% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries / death / disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment /other facilities belonging to

third party and inclusive of properties during construction/ erection/ Government properties.

- c. The value of third party legal liability for compensation for loss of human life or partial / total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

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

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

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

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

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgement:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.

- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

16. PERSONAL PROTECTIVE EQUIPMENTS

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

17. CONDUCT

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

18. ACCIDENT

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

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

19. LABOUR LAWS:

The Contractor shall comply with all the provisions of the **Labour Laws and the rules and regulations** made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for Electrification, Testing, Commissioning and Maintenance of the system.

20. ACTS & STATUTORY RULES:

The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the NMPA will take no responsibility for the same.

- i) **The Tenderer must possess documents certifying registration under Employees State Insurance Act, EPF & MP Act and GST.**
- ii) **If the Tenderer is not registered under ESI Act and EPF & MP Act for the reasons that he has not employed 10 or more workers as required under said laws, he shall submit an affidavit in this regard that he has never employed 10 or more workers on any given day preceding 12 months from the inception of its operations.**
- iii) **The Tenderer to whom ESI Act and EPF & MP Act does not apply, shall mandatorily cover his workers deployed at NMPA site/premises under Employees Compensation Act Policy declaring proper wages.**
- iv) **The Tenderer shall submit “Indemnity Bond” as per ANNEXURE - 8 for undertaking to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the bidder/contractor.**

21. SAFETY GEARS:

The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the NMPA shall provide the same and recover the cost there of from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

22. INDEMNIFICATION:

The Contractor shall agree and undertake (**ANNEXURE-7**) to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor shall also agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

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

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- i. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.
- ii. Undertake to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the bidder/contractor.
- iii. Shall mandatorily cover our workers with Employees Compensation Act Policy if ESI Act and EPF & MP Act does not apply.

PARTICULARS OF BIDDER:

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

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	

12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

TENDER FORM

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

To,

The Chief Mechanical Engineer,
New Mangalore Port Authority,
Panambur, Mangalore – 575 010.

India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”** we the undersigned, offer to execute the work as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to enter into and execute within 14 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
4. We have submitted the Bid Security as per the instructions.
5. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 14 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at

New Mangalore Port Authority duly informing the MSME authorities if applicable.

6. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of
(IN BLOCK CAPITALS)

Witness

Signature:

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ between _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns of the one part and THE BOARD, NEW MANGLORE PORT AUTHORITY incorporated by Major Port Authorities Act 2021 having its 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 **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”** vide work order No. _____, dated _____.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures.
 - f) The Contractor’s all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”** in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis** the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMEA- /2022-23, dtd / /2022 and contains with _____pages in all.

Signed, sealed and delivered

by _____ for and on behalf of

(Contractor)

Witness:

1.

COMPANY SEAL

2.

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

Witness

1.

2.

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”

Ref: _____

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

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

(h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	Telephone:
		Mobile:
		Fax:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter, the % of Local Content (%)
Tender No.EE-I/ESD-III/A/2022-23/06/10, dated 26/07/2022 “Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”	

Sign & Seal of the Contractor

UNDERTAKING ON INDEMNIFICATION

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

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

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- iv. Undertake to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the bidder/contractor.
- v. Shall mandatorily cover our workers with Employees Compensation Act Policy if ESI Act and EPF & MP Act does not apply.

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

We _____ (Bidders name) hereby undertake that ,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorized representative

INDEMNITY BOND

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

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

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

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

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

The Indemnifier shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Muncipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

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

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

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

For.....
INDEMINIFIER
(Signature with Name and Designation)
Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

BILL OF QUANTITIES

Tender No: EE(E)-I/ESD-I/A/2022-23/07/01

Dated: 26/07/2022

Name of Work: Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis

FIRST YEAR					
Sl. No	Item Description	Qty	Unit	Rate	Amount
	Part-I				
1	Miniature LED Lights (Each Set shall have 100 bulbs)	4000	Set		
2	Metal Halide lights	50	No.		
3	Special Halogen lights	20	No.		
4	LED PAR lights	50	No.		
5	Sound System Box - 1500W Big	50	No.		
6	Monitor Box	25	No.		
7	Stand Mike	40	No.		
8	Cord Less Mike	30	No.		
9	Head Phone	5	No.		
10	Collar Mike	10	No.		
11	Sound System Box - 1000 W Mini	50	No.		
12	Stage Lightings	6	No.		
13	Pedestal Fan	40	No.		
14	Air Cooler	40	No.		
15	To & fro Transportation Charges for materials per event for Part-I of First Year.	15	No.		
	Part-II				
16	LED Wall	1000	Per Sq.ft		
17	Platform for mounting LED Wall	1000	Per Sq.ft		
18	Laptop Charges for LED Wall	10	Per Event		
19	Operator Charges for LED Wall	10	Per Event		
20	To & fro Transportation Charges for LED Wall materials/accessories complete per event for Part-II of First Year.	10	1 No.		
	Total for First Year				

SECOND YEAR					
Sl. No	Item Description	Qty	Unit	Rate	Amount
	Part-I				
1	Miniature LED Lights (Each Set shall have 100 bulbs)	4000	Set		
2	Metal Halide lights	50	No.		
3	Special Halogen lights	20	No.		
4	LED PAR lights	50	No.		
5	Sound System Box - 1500W Big	50	No.		
6	Monitor Box	25	No.		
7	Stand Mike	40	No.		
8	Cord Less Mike	30	No.		
9	Head Phone	5	No.		
10	Collar Mike	10	No.		
11	Sound System Box - 1000 W Mini	50	No.		
12	Stage Lightings	6	No.		
13	Pedestal Fan	40	No.		
14	Air Cooler	40	No.		
15	To & fro Transportation Charges for materials per event for Part-I of Second Year.	15	No.		
	Part-II				
16	LED Wall	1000	Per Sq.ft		
17	Platform for mounting LED Wall	1000	Per Sq.ft		
18	Laptop Charges for LED Wall	10	Per Event		
19	Operator Charges for LED Wall	10	Per Event		
20	To & fro Transportation Charges for LED Wall materials/accessories complete per event for Part-II of Second Year.	10	1 No.		
	Total for Second Year				
	Grand Total for First & Second Year				

Note:

1. Applicable GST shall be mentioned separately.
2. L1 will be considered based on **BOQ** exclusive of GST.

PART- IV

NMPA BANK DETAILS

Name of the Payee:

The FA & CAO, NMPA, Panambur, Mangalore for remitting EMD/Tender Fee through NEFT / RTGS etc.

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

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: Mechanical / Electrical Division

Cash Book Voucher No.

Dated:

1. Pay by RTGS/NEFT

2. Paid by me

Received from the Sub Divisional Officer-in-charge of

Sub Division the Sum of Rs _____/-(Rupees

Name of the work or purpose for which payment is made: Being the refund of EMD furnished along with the Tender No. _____, Dtd _____ for the work of **“Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis”** vide Receipt No. _____ Dtd _____

Date:

Seal & Signature of Tenderer

Signature of Payee:

Witness:

- The officer authorizing payment would initial and date pay order after scoring out the word RTGS/NEFT 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.

CHECK LIST**Tender No: EE(E)-I/ESD-I/A/2022-23/07/01****Dated: 26/07/2022****SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH
TECH NO-COMMERCIAL BID**

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



नव मंगलूर पत्तन प्राधिकरण
NEW MANGALORE PORT AUTHORITY
यांत्रिक अभियंता विभाग
Mechanical Engineering Department
इलेक्ट्रिकल इंजिनियरिंग डिविजन, पणवूर, मंगलूर
Electrical Engineering Division
Panambur, Mangalore - 575010

E-mail: ele-section@nmpt.gov.in
GSTIN: 29AAALN0057A2ZG

Phone: 0824 2887750/740/738
Fax: 0824 2408200/2408300

TENDER NO: EE(E)-I/ESD-I/A/2022-23/07/01

Dated: 04.08.2022

CORRIGENDUM NO. 1


Sub:- E-Tender for the "Providing Light & Sound System, LED Wall, Pedestal Fans and Air Coolers on Rate Contract Basis for the period of two years as and when required on hire basis" - Corrigendum No. 1 - Reg.

Ref:-i) E-Tender Reference Number: EE(E)-I/ESD-I/A/2022-23/07/01
ii) E-Tender Id No: 2022_NMPT_702916_1

With reference to the above E-tender, the following corrigendum has been issued.

SL No	Heading	Clause No & Page No.	Existing		Read as	
01	SCHEDULE OF TENDER (SOT)	NOTICE INVITING TENDERS Page No. 8	Date of closing of e-Tender for submission of Bid.	04/08/2022 at 15.00 HRS	Date of closing of e-Tender for submission of Bid.	11/08/2022 at 15.00 HRS
			Date & Time of opening of Technical Bid & Price Bid.	05/08/2022 at 16.00 HRS	Date & Time of opening of Technical Bid & Price Bid.	12/08/2022 at 16.00 HRS

All other terms and conditions mentioned in the tender remain unaltered.


Executive Engineer (Elec.)
NMPA, Panambur.