



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



Tender Document For
“Supply of 30 Nos. Galvanized steel road
Barricades for NMPA Panambur”

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NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT
NIT No: 6/5/2024-25/EE(M)I/AEE(Tech)

(Through Gem Bidding only)

Gem Bidding is invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 from Eligible 'Class-I local Suppliers' and 'Class-II local Suppliers' only through gem bidding under **Two Cover bid system <https://gem.gov.in>** having experience in **Supply of barricades/ Lattice towers /Grills /Doors/ window grills/gates and other fabricated items to Government/ Public/ or any reputed companies** according to terms and conditions given in tender form.

Tender No and Name of the Work	6/5/2024-25/EE(M)I/AEE(Tech) Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur
Estimated cost	Rs.4,80,000/- (Excluding Taxes)
Availability of Tender document for download	As per Gem Bid Documents
Starting Date of Pre Bid meeting	
Closing Date of Pre Bid meeting	
Starting date of e-Tender for submission of Price Bid	
Closing date of online e-tender for submission of Price Bid	
Date & time of opening of Technical Bid	
Date & time of opening of Financial Bid	
Supply / Work Completion Period	45 days from the date of issue of Gem Contact Order
Validity of Tender	180 days from the closing date of online submission of e-tender.
Amendments to the tender (if any) will be issued only through web site. www.newmangaloreport.gov.in and on https://gem.gov.in/	

NEW MANGALORE PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

Tender No: 6/5/2024-25/EE(M)I/AEE(Tech)

Dated: 03.10.2024

Gem Bidding are invited for “Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur” through Gem Portal <https://gem.gov.in/> and the tender is available to download.

For details, Visit Website:

<https://gem.gov.in/>

<http://www.newmangaloreport.gov.in>

Superintending Engineer (Mech.)

निविदा आमंत्रित करने की सूचना

नव मंगलूर पत्तन न्यास

यांत्रिक अभियन्त्रिकि विभाग

निविदा संख्या: 6/5/2024-25/EE(M)I/AEE(Tech)

दिनांक: 03.10.2024

गेम पोर्टल <https://gem.gov.in> के माध्यम से गेम बिडिंग “ वाल्व की आपूर्ति ” के लिए आमंत्रित की जाती हैं और

निविदा डाउनलोड करने के लिए उपलब्ध है।

जानकारी के लिए, वेबसाइट पर जाएं:

<https://gem.gov.in/>

<http://www.newmangaloreport.gov.in>

अधीक्षण अभियंता (यांत्रिक)

General Information and Instruction for the bidders

A.General Information

1. **Last date and time for submission of the Bids: 15-00 Hrs As per Gem Bid Documents:** The bidder has to submit Gem bids i.e. Commercial Bid along with the copy of the relevant documents through Gem Bidding Portal <https://gem.gov.in>
2. **Manner of submission of the Bids:** Bids to be submitted online through the website stated above. The Bid document may be downloaded from website & submission of financial bid as per Bid time schedule. No manual bid will be accepted.
3. **Time and date for opening of Bids:** The Technical Bid will be opened in Gem Portal as detailed in Gem Bid.
4. **Gem Pre – Bid Enquiry :** Pre-Bid enquiry through Gem Portal as detailed in Gem Bid.
5. **Two-Bid system:** The Technical Bid would be opened on the time and date mentioned above, date of opening of the Commercial bid will be intimated online through Gem Portal after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the NMPA.
6. **Forwarding of Bids:** Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account with address and complete postal & E-mail address of their office.
7. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may ask the bidder for clarification of his bid. The request for clarification will be given in gem portal. No post-bid clarification on the initiative of the bidder will be entertained.
8. **Validity of Bids:** The Bids should remain valid till **180 Days** from the last date of submission of bid.

B. Role, Responsibilities and Obligations of Seller/ Buyer: Role and Responsibilities of Sellers on GeM are as under:

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be

the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.

- iv.** The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- v.** Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi.** The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- vii.** The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.
- viii.** GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2022 Page 5 of 44 PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- ix.** Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till

such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.
- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any General Terms and Conditions on GeM 4.0 (Version 1.2) dt 5th July 2022 Page 6 of 44 such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.
- xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.
- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take

necessary action against such Seller/OEM as deemed fit. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

- xv. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945. Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM. The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

For Gem registration process Bidder may refer the following link

<https://aim.gov.in/pdf/GeM-query-resolution.pdf>

MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS

- a) The **Average Annual Financial Turnover** during the last 3 years i.e. 2020-2021 , 2021-22 & 2022-23 should be 30% of estimated cost (**Rs.1,44,000.00**). The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet of the Last three Years with UDIN Number must be submitted as Documentary Evidence.
- b) The Bidder should have **experience in the field of “Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur”** to any reputed Firms.
- i. Copies of similar contract/supply order issued by the client for Supply of barricades / Lattice towers/Grills/ Doors/ Window grills/ Gates and other fabricated items to Government/Public/ or any reputed companies during last seven years with duly self-attested shall be submitted as documentary evidence in any of the following
- a. One Supply order value not less than Rs.3,84,000/-.
- Or
- b. Two supply order value not less than Rs.2,40,000/-.
- Or
- c. Three Supply order value not less than Rs.1,92,000/-.
- ii. For the successfully completed contract, Bidder should have to submit the copies of Supply Completion Certificate or Invoice or Delivery challan duly self attested shall be submitted as supporting documentary evidence.
- c) The attached Annexures i.e. A1, A2, A3, A4 & A5, the Column No. 4 of shall be duly filled, signed & affix the company seal by the Bidder and submitted along with the Tender, regarding acceptance of NMPA’s Technical Specifications of Valves indicated at column No.3.
- d) **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. **Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.** In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total Quantity.

- e) Particulars of Bidder as per Annexure –I.
 - f) Bank Details of the Bidder for E-Payment - Annexure-II
 - g) List Of Similar Works Completed- Annexure-III
 - h) Under Taking Letter- Annexure-V
 - i) Verification of Local Content- Annexure-VI
 - j) Manufacturer Authorization Form- Annexure-VII
- k) **THIRD PARTY INSPECTIONS(TPI)** : The valves and NRV'S shall be manufactured and tested as per the technical datasheet and certified by the any one of the THIRD PARTY INSPECTIONS (TPI) agencies viz. IR class systems and solution Pvt. Ltd , ABS Industrial Verification Pvt. Ltd, DNV, Bureau Veritas(i) Pvt. Ltd and Loyds Inspection Agency Pvt. Ltd. The TPI Certificate & Manufacturers test certificate shall be enclosed along with the dispatch documents. Supplier must submit undertaking letter for the same.
- l) The offered product should be with ISI / CE Mark, product should be as per BIS or International Standard and shall have a guarantee of 12 months from the date of supply. The Guarantee Certificate shall accompany with the supplies

NMPA Bank Details:

- 1) Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
- 2) Bank A/C No. 10205649448
- 3) IFSC Code: SBIN0002249
- 4) MICR Code: 575002011
- 5) GST No:29AAALN0057A2ZG

Contact Persons of NMPA: Deputy Materials Manager, Phone 0824-2887721, E- mail: vinayaraj.cg@nmpa.gov.in and purchase@nmpa.gov.in

Note:

- 1) Offered Product should be with ISI/CE Mark, product should be as per BIS or International Standards.
- 2) The Bid Document is also available in and NMPA's Web Site, www.newmangaloreport@gov.in , <https://gem.gov.in> intending bidders may download the same for submitting their Tender. Further any amendment or clarifications shall be uploaded only on websites.

STANDARD CONDITIONS OF RFP

1. The Contract Period is **45 days** from the date of issue of Gem Contract Order. The rates quoted are firm till the completion of **Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur** and inclusive of all taxes & transportation charges on FOR destination basis and applicable taxes shall be mentioned separately.
2. The materials to be supplied from the latest manufactured batch, against Purchase Order within 45 days from the date of issue of Purchase Orders. The Supplier should replace the consignment if supplied **barricades** are not as per technical specification of BOQ as mentioned in Part VI.
3. The materials shall be securely packed and dispatched to NMPA Main stores Panambur, Mangalore 10, duly covering the transit insurance. Any damage to the items during transportation shall be to suppliers account. If the supplied items are rejected due to any error/ defects in the technical specification/Make/Quality/Size/Weight, supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately without any delay.
4. The materials to be supplied should confirm to the specification. Make/Quality/Size/Weight of the item/Materials to be supplied shall be as per the approved make. The details such as make, specification, confirmation to relevant standards, catalogue, shall be furnished.
5. The price quoted should be firm and including GST for delivery at NMPA Central Stores. The applicable charges like freight & other charges and the percentage of GST shall be included in the quoted price. Also, a list mentioning the HSN code/Accounting Code of Service (As applicable) of the item of the BOQ has to be attached without fail. GST as applicable shall be quoted/ claimed as separate line items in the Tax Invoice.
6. Tax shall be deducted as per applicable rates on the value of supplies exceeding the limit permitted according to GST Act.
7. The vendor shall upload the Tax invoices in the GST Network within the due date. The Vender shall file the applicable Tax Returns with Tax Departments in time and should submit the name as documentary evidence.
8. The vendor shall inform NMPA if the vendor is registered under Composite Scheme of GST.
9. Supplier from outside Karnataka shall ensure that the delivery of goods shall be provided at NMPA Panambur. The Tax invoice shall charge IGST & not CGST / SGST of the State of Supplier.
10. **Delivery period for Supply in full shape:** Within 45 days from the date of issue of Letter of Acceptance/Purchase Order. The materials will have to be supplied on 'Door delivery' basis to our stores at New Mangalore Port Authority, Panambur, Mangalore duly insured at your cost.

The materials are to be supplied from the latest manufactured batch. Delivery of quantities against subsequent orders will have to be made within 1 week of receipt of order.

11. **Guarantee:** The **Valves** supplied with the latest manufacturing batch and shall be guaranteed for the period of minimum 12 months from the date of supply. The “**Guarantee Certificate**” shall be submitted along with the supplies.
12. **Payment Terms & Security deposit:** Please note that neither any type of advance/partial payment will be made nor document through Bank will be accepted. Only 90% Payment will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the user department along with all relevant documents- Guarantee/ Warranty Certificates/ Invoices etc. Balance 10% of the total Tax Invoice Value will be retained as SECURITY DEPOSIT and will be released without interest after completion of Guarantee/ Warrantee Period. Alternatively 100% Payment will be made against submission of Bank Guarantee for equivalent value towards security deposit from any Nationalized Bank and en-cashable at Panambur Mangalore. The BG should be valid for a minimum period of 12 months from the date of Supply of valves, with claim period of 3 months thereafter.
13. The Port Authority reserves the right to reject any of the tender without assigning any reason there of and does not bind to accept lowest quotation. Also NMPA reserves the right to order partially or as mentioned in the Tender.
14. **Insurance:** No insurance charges are payable by this department and the goods are to be Dispatched to Central Stores New Mangalore Port Authority, Panambur Mangalore (Karnataka State) at the risk of successful Tenderer. Any loss or damage in transit will have to be borne by the successful Tenderer.
15. **Banning /Debarring:**

In the following cases, firms or individuals shall be banned / debarred including declaring them ineligible, either indefinitely or for a stated period of time, to participate in the tenders to be floated:

 1. In the event of withdrawal from the bidding process after submission of offers.
 2. In the event of not honoring the letter of intent and the PO/Work order.
 3. Fail to supply the ordered materials/execute the work in the prescribed period.
 4. If any of the bidder(s) is found presenting misleading/ false information/ documents in the tender forms, statements, bills and invoices etc.
 5. If a firm submits fraudulent, un-en cashable Financial Instruments stipulated under the Tender and Contractual conditions.
 6. If a firm violates the Code of Ethics mentioned above and directly or through an agent, engages in corrupt, fraudulent, collusive or coercive practices in procurement or execution of Contract.
 7. If makes fraudulent attempts to pass off or mis-declare inferior goods or short quantities.
 8. If violation of Fall Clause by Rate Contract holding Firms.
 9. If attempts to influence NMPA’s decisions on scrutiny, comparison, valuation and award of Tender.

10. On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Govt. of India. (Normally such banning/blacklisting would be initiated by the Central Govt. / Ministry).

Names of Banned/ Debarred firms will be widely shared and put on the Website, to prevent inadvertent business dealings by any unit of Port. An order for banning/debarring passed for 2 years shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning/ debarring passed on account of doubtful loyalty to the country or national security consideration shall continue to remain in force until it is specifically revoked.

16. Disputes

- a. Any disputes relating to the Tender and supply order shall be settle by amicable settlement between Contractor and Employer failing which matter will be refer to CME, NMPA whose decision shall be final and binding on both parties.
- b. The agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

17. **Law:** The Work order shall be considered and made in accordance with the laws of the Republic of India. The Work order shall be governed by and interpreted in accordance with the laws of the Republic of India.

18. **Effective Date of the Contract Order:** Normally the contract shall come into effect on the date of its acknowledgment by the NMPA (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract Order.

19. **Dispute Resolution:** All disputes or differences arising out of or in connection with the Work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Work order or relating to construction or performance, which cannot be settled amicably, shall be referred to the Chairman NMPA, whose decision shall be final and binding on either parties. The Agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

20. **Dispute resolution Board:** Either party aggrieved by the decision of the Chairman NMPA may refer the dispute before Dispute resolution Board. Dispute resolution Board shall consist of a presiding officer as mutually agreed by both the parties failing which will be nominated by Chairman NMPA. The said board may resolve the dispute as per procedure evolved by it. However subject to compliance of principle of natural justice. Advocates are not allowed to participate in the proceedings before the board and both parties shall be represented by their full time Officer. The decision/order passed by the board shall be final and binding on both parties. The cost of proceedings will be borne by both parties

21. **Penalty for use of Undue influence:** The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of NMPA or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the

obtaining or execution of the present Work order or any other Work order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Work order or any other Work order with the Government of India. Any breach of the aforesaid undertaking by the NMPA or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the NMPA or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPA to cancel the Work order and all or any other Supply Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPA or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPA or to any other person in a position to influence any Officer /employee of the NMPA for showing any favor in relation to this or any other Supply Order shall render the Bidder to such liability/ penalty as NMPA may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPA.

22. **Access to Books of Accounts:** In case it is found to the satisfaction of NMPA that the bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the bidder, on a specific request of NMPA, shall provide necessary information/ inspection of the relevant financial documents/information.
23. **Non-disclosure of Contract documents:** Except with the written consent of the NMPA/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
24. **Penalty (LD Clause):** The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part thereof, subject to a maximum of 10% of the total tax invoice value of the item. In the event of forfeiting the LD / SD GST is applicable & while imposing penalty GST shall be collected.
25. The Port Authority reserves the right to reject any of the tender without assigning any reason there of and does not bind to accept lowest quotation. Also NMPA reserves the right to order partially or as mentioned in the Tender.
26. **Transfer and Sub-letting:** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
27. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made

after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

28. Taxes and Duties

- a. GST is included in the quoted price.
- b. Income Tax (TDS) as at such rates applicable from time to time will be deducted at source from bills and a certificate to this effect will be incurred. The deduction of TDS can however be waived if exemption Certificate is produced from Income Tax Authorities. Deduction of Income Tax at reduced rates can be considered subject to production of valid certificate for the period from Income Tax. TDS as 2% on supply order will be deducted towards TDS on GST if the order value exceeds Rs.2,50,000/-.
- c. On the bids quoting GST, the rate and the nature of tax applicable at the time of supply should be shown separately. Taxes will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bid will be as follows:

Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Bid MQC.

A. Techno Commercial bid (Cover 1):

Technical bid will be opened electronically on specified date and time as given in the Gem Bid. Disclosure of price in the technical bid leads outright rejection and not be considered for further evaluation.

B. Price bid (Cover 2):

Price bid will be opened in Gem Portal of only those bidder(s) whose Part I Techno-commercial Bid is found to be technically acceptable by NMPA. Price Bid will be evaluated item wise of the BOQ.

2. **Bid reserved for Make In India products:** : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail

the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY

TECHNICAL SPECIFICATION & BILL OF QUANTITY (BOQ)

Tender No. 6/5/2024-25/EE(M)/AEE(Tech)

Date: 03.10.2024

Technical Data Sheet

ANNEXURE -A

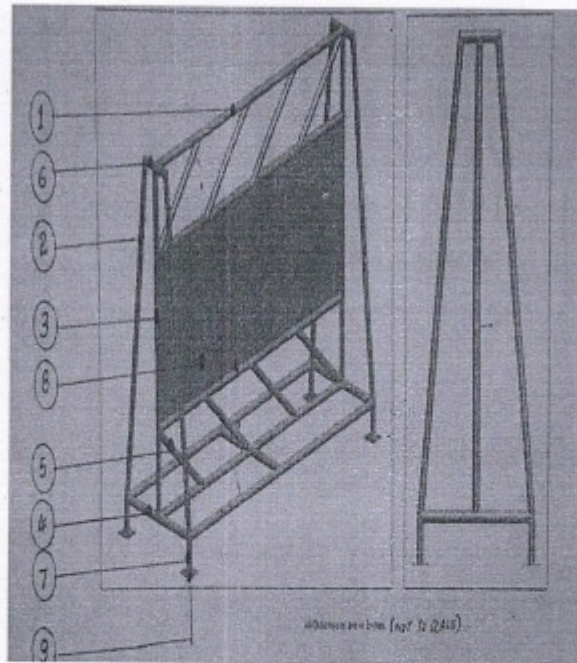
TECHNICAL SPECIFICATION OF THE BARRICADE

Sl. No.	Technical Specification	Quantity
1	Supply of Galvanized Steel Road Barricades as per drawing & specifications given (Drawing enclosed). The required materials should be 1.5” dia class ‘B’ G.I. pipe, 18 SWG G.I. Sheet and 4”x4”x5”mm thickness MS plate for leg support. Barricades should be painted with one coat of Epoxy Primer (Red oxide), intermediate one coat with golden yellow paint and another one final finishing coat with reflective golden yellow paint and providing different safety slogans, NMPA emblem on either side of the Barricades in English, Hindi & Kannada versions, Safety slogans list enclosed	30 Nos.

Galvanized Steel Road Barricades drawing & specifications

New Mangalore Port Authority
Mechanical Department

Road Barricade



All Dimensions are in Inches (NOT TO SCALE)

Dimensions of 1 No. Road Barricade			
Item No	Description	Material	Qty
1	80*1.5D	G.I.Pipe	6
2	48*1.5D	G.I.Pipe	4
3	46*1.5D	G.I.Pipe	2
4	25*1.5D	G.I.Pipe	3
5	24*1.5D	G.I.Pipe	8
6	8*1.5D	G.I.Pipe	2
7	5*1.5D	G.I.Pipe	4
8	80*20 (18 SWG)	G.I.Sheet	1
9	4*4*5mm Thick	M.S.Plate	4

List of Safety Slogans

1. Safety is savior – Develop safe behavior
2. Careful ways brings happy days
3. Job of any kind – plan with safety in mind
4. The safety route – Always bears fruit
5. Improvement in safety leads to improvement in productivity
6. Your safety means the safety of your family
7. Our commitment safe and green environment
8. Do not learn safety by accident
9. Carelessness causes casualties
10. The accident shatters lives, safety makes life better
11. A little safety goes a long way
12. Don't neglect safe disposal of hazardous waste
13. Concern for safety is the base of safety
14. Wear protective gadgets – Protect your life
15. Your home is sweet home – Don't wreck with accidents
16. Farther the safety – Nearer the accidents
17. Good supervision is the key for safety
18. Foresight is better than no sight
19. Presence of mind is the essence of safety
20. Hands are finest tools in the world – Protect them
21. Life is very precious – Always be safety conscious
22. Safety is the best insurance – To lead accident free Existence
23. Work safe all the while – Go home with the smile
24. Where there is hasty – There is no safety
25. Accidents will not spare any body – Safety safeguards everybody
26. Good house keeping ensures better safety
27. Preach safety and practice safety
28. Start the day with safety thoughts
29. Today's safety is tomorrow's security
30. Accidents reduces our scope – Safety widens our hope
31. Accident brings tears - Safety brings cheers
32. Concern for environment is the base of safety
33. Our commitment – Safe and Green Environment
34. Speed thrills – It also kills
35. Unsafe menu – Accident Venue

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

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

LIST OF SIMILAR WORKS COMPLETED

Sl. No.	Client with Address	Description of Work	Value of Contract (Rs.)	Period of Contract as stated in Tender	Date of Commencement of work	Actual completion time	Remarks

Note:

1. Bidder is specifically requested to furnish all the details about the last assignment done with the Client.
2. Completion date should be mentioned in the completion certificate given by the client.
3. Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

Seal & Sign of the Tenderer.

(Should be in Company Letter head)

Under Taking Letter

We _____ confirm you the following

- a) 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.
- b) We have not been black listed for the supply of material by any Public Sector Unit/ Govt. Department/ Port.
- c) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Govt. Organization or by any other reputed department. The firm shall provide undertaking to this effect.
- d) We are not having any track record of contract termination of the previous assignments from Government Departments / Government Offices / PSUs / Autonomous Institutions / Pvt. Institutions.
- e) We confirm you that, we are not deviating/made correction in the tender documents technical specifications and terms & condition. We will supply, Genuine/Original Product/Make in standard packing.

Date:

Seal & Sign of the Tenderer.

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	Bidder shall enter , the % of Local content along with location at which the local value addition is made (%)
Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur	

Sign & Seal of the Contractor

Undertaking Letter

We _____ confirm you the following

The offered product is with ISI / CE Mark, and offered product is as per BIS or International Standard and shall have a guarantee of 12 months from the date of supply. The Guarantee Certificate shall accompany with the supplies.

Date:

Seal & Sign of the Tenderer.

(To be given on company letter head)

MANUFACTURER AUTHORISATION FORM

Ref Number:

Date:

To,

The Superintending Engineer,
Mechanical Department,
New Mangalore Port Authority,
Panambur

Dear Sir/Madam,

Sub: "Authorization Letter For Tender No.: _____"

We _____ who are established and reputed manufactures of _____ having factories at _____ do hereby authorize M/s _____ to submit a bid, supply, install and maintain _____ as per your requirement.

We hereby extend our full guarantee and warranty as per terms and conditions of the bid and or the contract for the equipment and services offered against this invitation of tender by M/s. _____.

Yours faithfully,
For "Company Name"
Name of the person
Designation
Authorized signatory

1. PRICE BID

TENDER NO: CME-09/2024-25

DATED: 03/10/2024

Name of Work: "Supply of 30 Nos. Galvanized steel road Barricades for NMPA Panambur".

Sl. No.	Description	Qty	Unit	Rate in Rs.	Amount in Rs.	GST in %
1	Supply of Galvanized Steel Road Barricades as per drawing & specifications given (Drawing enclosed). The required materials should be 1.5" dia class 'B' G.I. pipe, 18 SWG G.I. Sheet and 4"x4"x5"mm thickness MS plate for leg support. Barricades should be painted with one coat of Epoxy Primer (Red oxide), intermediate one coat with golden yellow paint and another one final finishing coat with reflective golden yellow paint and providing different safety slogans, NMPA emblem on either side of the Barricades in English, Hindi & Kannada versions, Safety slogans list enclosed	30	Nos.			
	Total Contract Amount in Rs. Including GST					

Contractor signature
Stamp & Seal:

CHECK LIST

SL	TENDER NO. 6/5/2024-25/EE(M)I/AEE(Tech) TENDER DATE: 03.10.2024	
TENDER DESCRIPTION: Supply of 30 Nos. Galvanized steel road Barricade for NMPA Panambur.		
1	NAME & ADDRESS OF THE BIDDER:	
2	Other Information	PHONE No.(OFF): FAX No. : MOB No.: E-MAIL :
3	Name And Designation of The Person of The Bidder To Whom All References Shall Be Made:	
4	Validity of Offer For Four Months:	YES / NO
5	Copy of Pan Card Attached:	YES / NO
6	Copy of GST Registration Attached:	YES / NO
7	UTR details of payment of Tender Cost by RTGS OR Valid NSIC/MSME Certificate	YES / NO
8	Annual Turn Over/ P & L A/c & Balance Sheet of three years submitted	YES / NO
9	Supporting documentary evidence of supply orders issued by the Client, self-attested.	YES / NO
10	Supporting documentary evidence of supply completion report, invoice and Delivery challan issued by the Client.	YES / NO
11	Particulars of Bidder as per Annexure –I.	YES / NO
12	Bank Details of the Bidder for E-Payment - Annexure-II	YES / NO
13	List Of Similar Works Completed- Annexure-III	YES / NO
14	Under Taking Letter- Annexure-IV	YES / NO
15	Verification Of Local Content- Annexure-V	YES / NO
16	Undertaking Letter Annexure-VI	YES / NO
17	Manufacturer Authorisation Form- Annexure-VII	YES / NO

NOTE: BIDDER IS REQUESTED TO FILL IN THE DETAILS. TICK () THE RELEVANT OPTION.
ENCLOSE THIS CHECK OF LIST.

THIS IS TO CERTIFY THAT I/WE BEFORE SIGNING THIS TENDER HAVE READ AND FULLY UNDERSTOOD. ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND UNDERTAKE MYSELF/OURSELVES TO ABIDE BY THEM.

(Signature of the Bidder)
Name and Address
(with seal)

Note: Wherever documentary evidences have been asked for in the tender document, bidder is required to furnish copy of the relevant document along with the Bid. Port reserves the right to verify any / all documents at any time during pre-award and post-award period, which bidder will have to produce within specified time failing which or in case of providing incorrect information, the owner reserved the right to take suitable action under the provisions of the tender / contract.