



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



**BIDDING DOCUMENT FOR**

**“Supply, Installation, Configuration, Acceptance and Testing  
of AutoCAD-Autodesk Software (Updated Commercial  
edition) ”**

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## 1. Title

निविदा क्रमांक/ Tender No	2/5/Oct-01/2024-25/AMM/DYMM
कार्य का नाम/ Name of the Work	Supply, Installation, Configuration, Acceptance and Testing of AutoCAD-Autodesk Software (Updated Commerical edition)
अनुमानित लागत/Estimated cost	Rs. <b>8,62,344</b> /- (Including GST other applicable )
ई एम डी/ EMD	<b>Rs.17,250.00/-</b> (Including GST)
डाउनलोड हेतु बोली दस्तावेज़ की उपलब्धता/ Availability of Bidding document for download	<b>15.11.2024</b>
प्री बिड मीटिंग की आरंभ तिथि/ Starting Date of Pre Bid meeting	<b>16.11.2024</b>
प्री बिड मीटिंग की समापन तिथि/ Closing Date of Pre Bid meeting	_____.2024
प्रस्तुत करने हेतु ई-बोली की आरंभिक तिथि मूल्य बोली/ Starting date of e-Bidding for submission of Price Bid	_____.2024
प्रस्तुत करने के लिए ऑनलाइन ई-बोली की अंतिम तिथि मूल्य बोली का/ Closing date of online e-Bidding for submission of Price Bid: 18-00 Hrs on	_____.2024 18:00 Hrs
तकनीकी बोली खोलने की तिथि एवं समय /Date & time of opening of Technical Bid	_____.2024 18:30 Hrs
वित्तीय बोली खोलने की तिथि एवं समय /Date & time of opening of Financial Bid	<b>Will be intimated</b>
आपूर्ति/कार्य समापन अवधि /Supply / Work Completion Period	<b>1 Month from the date of issue of Gem Contact Order</b>
ऑफर की वैधता /Validity of Offer	<b>180 days</b>
गारंटी /Duration of Subscription	<b>36 Months</b>

Amendments to the Bidding (if any) will be issued only through: [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) and <https://gem.gov.in/>

## 2. Notice inviting bids

Gem Bids are invited for **Supply, Installation, Configuration, Acceptance and Testing of AutoCAD-Autodesk Software (Updated Commercial edition)** through Gem Portal <https://gem.gov.in/>. Tender document is available for download from **15.11.2024**

For details, Visit Website: <https://gem.gov.in/> or <http://www.newmangaloreport.gov.in>

जेमपोर्टल <https://gem.gov.in/> के माध्यम से गेमबिडिंग " ऑटोकैड-ऑटोडेस्क सॉफ्टवेयर की आपूर्ति, स्थापना, कॉन्फिगरेशन, स्वीकृति और परीक्षण (अद्यतन वाणिज्यिक संस्करण)" के लिए आमंत्रित की जाती हैं और निविदा **15.11.2024** से डाउनलोड करने के लिए उपलब्ध है।

जानकारी के लिए, वेबसाइट पर जाएं: <https://gem.gov.in/> or <http://www.newmangaloreport.gov.in>

### 3. Instruction for Bidders

- 3.1. बोलियां जमा करने का तरीका: ऊपर बताई गई वेबसाइट के माध्यम से बोलियां ऑनलाइन जमा की जानी हैं। बोली दस्तावेज़ वेबसाइट से डाउनलोड किया जा सकता है और बोली समय-सारणी के अनुसार वित्तीय बोली जमा की जा सकती है। कोई भी मैन्युअल बोली स्वीकार नहीं की जाएगी।

**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.

- 3.2. बोली-पूर्व पूछताछ: जेम पोर्टल के माध्यम से बोली-पूर्व पूछताछ की जा सकती है, जैसा कि जेम बिड में बताया गया है।

**Pre – Bid Enquiry:** Pre-Bid query can be raised through Gem Portal as detailed in Gem Bid.

#### 3.3. बोली खोलना/ Bid Opening:

- 3.3.1. टेक्नो कमर्शियल बोली (कवर 1 जेम बिड में दी गई निर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक रूप से खोली जाएगी। तकनीकी बोली में कीमत का खुलासा सीधे तौर पर अस्वीकार कर दिया जाएगा और आगे के मूल्यांकन के लिए विचार नहीं किया जाएगा।

Techno Commercial bid (Cover 1 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.

- 3.3.2. मूल्य बोली (कवर 2) केवल उन्हीं बोलीदाताओं के जेम पोर्टल में खोली जाएगी जिनकी भाग। तकनीकी-वाणिज्यिक बोली एनएमपीए द्वारा तकनीकी रूप से स्वीकार्य पाई जाएगी। मूल्य बोली का मूल्यांकन बीओक्यू के मदवार किया जाएगा।

Price bid (Cover 2) 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.

- 3.4. **बोलियों की सामग्री के संबंध में स्पष्टीकरण:** बोलियों के मूल्यांकन और तुलना के दौरान, खरीदार बोली लगाने वाले से उसकी बोली के बारे में स्पष्टीकरण मांग सकता है। स्पष्टीकरण के लिए अनुरोध जेम पोर्टल/ई-मेल में भेजा जाएगा। स्पष्टीकरण के अनुरोध का जवाब बोलीदाता द्वारा GeM पोर्टल/ई-मेल में दिया जाना चाहिए। बोलीदाता द्वारा बोली के बाद उठाए गए स्पष्टीकरण पर विचार नहीं किया जाएगा।

**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 raised in gem portal/e-mail. Response to the request for clarification should be given by the bidder in the GeM portal/e-mail. Post-bid clarifications raised by the bidder will not be entertained.

3.5. **बोलियों की वैधता:** बोलियाँ बोली जमा करने की अंतिम तिथि से 180 दिनों तक वैध रहनी चाहिए।

**Validity of Bids:** The Bids should remain valid till **180 Days** from the last date of submission of bid.

3.6. **ईएमडी छूट:** ईएमडी छूट चाहने वाले बोलीदाता को बोली के अनुसार संबंधित श्रेणी के लिए वैध सहायक दस्तावेज जमा करना होगा। जिला उद्योग केंद्र (डीआईसी) या खादी और ग्रामोद्योग आयोग या खादी और उद्योग बोर्ड (केवीआईबी) या कॉयर् बोर्ड या राष्ट्रीय लघु उद्योग निगम (एनएसआईसी) या हस्तशिल्प और हथकरघा निदेशालय या उद्योग पंजीकरण प्रमाण पत्र के साथ पंजीकृत सूक्ष्म और लघु उद्यम (एमएसई) या एमएसएमई मंत्रालय द्वारा निर्दिष्ट किसी अन्य निकाय को तकनीकी बोली के साथ स्व-सत्यापित सहायक प्रमाणपत्र प्रस्तुत करने पर ईएमडी से छूट दी जाएगी।

**EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per the bid. Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD on producing self-attested supporting certificates along with Technical Bid.

3.7. एक निविदा में, या तो प्रिंसिपल/ओईएम की ओर से अधिकृत एजेंट/प्राधिकृत डीलर/वितरक या स्वयं प्रिंसिपल/ओईएम बोली लगा सकते हैं, लेकिन दोनों एक ही निविदा में एक ही वस्तु/उत्पाद के लिए एक साथ बोली नहीं लगा सकते हैं।

In a tender, either the Authorized Agents/Authorized Dealers/Distributors on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

3.8. यदि कोई अधिकृत एजेंट/प्राधिकृत डीलर/वितरक प्रिंसिपल/ओईएम की ओर से बोली जमा करता है, तो वही एजेंट उसी वस्तु/उत्पाद के लिए उसी निविदा में किसी अन्य प्रिंसिपल/ओईएम की ओर से बोली जमा नहीं करेगा।

If an Authorized Agents/Authorized Dealers/Distributors submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

### 3.9. GeM बोली-प्रक्रिया में विक्रेता की भूमिकाएँ और जिम्मेदारियाँ/ Roles and Responsibilities of Seller in GeM bidding

3.9.1. केवल निदेशक/भागीदार/मालिक (जैसा लागू हो) प्राथमिक उपयोगकर्ता बनने और GeM पर विक्रेता/सेवा प्रदाता के रूप में कानूनी इकाई के रूप में पंजीकरण करने के लिए अधिकृत हैं।

Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register as legal entity on GeM as Seller/Service Provider.

3.9.2. एक बार विक्रेता/सेवा प्रदाता पंजीकृत हो जाता है और GeM पर खाता बन जाता है, तो विक्रेता/सेवा प्रदाता का प्राथमिक उपयोगकर्ता विभिन्न भूमिकाओं और जिम्मेदारियों के साथ विक्रेता/सेवा प्रदाता संगठन के भीतर द्वितीयक उपयोगकर्ता खाते बना सकता है। हालाँकि, द्वितीयक उपयोगकर्ता खाते बनाने वाला प्राथमिक उपयोगकर्ता GeM पोर्टल पर द्वितीयक उपयोगकर्ताओं द्वारा किए गए सभी कार्यों/लेनदेन के लिए पूरी तरह से जिम्मेदार और जवाबदेह बना रहेगा।

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.

3.9.3. चूंकि GeM एक विश्वास आधारित पोर्टल है, इसलिए विक्रेता के संबंध में और GeM पर पेश किए गए सामान/सेवाओं के संबंध में प्रस्तुत किए गए डेटा की पूर्ण सटीकता और अखंडता विक्रेता/सेवा प्रदाता की एकमात्र जिम्मेदारी होगी। GeM पर प्रस्तुत किसी भी डेटा / जानकारी में किसी भी विसंगति / कमजोरी के मामले में विक्रेता GeM के नियमों और शर्तों के अनुसार प्रशासनिक कार्रवाई के लिए उत्तरदायी होगा।

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.

- 3.9.4. वस्तुओं/सेवाओं की पेशकश करने वाले और/या GeM पर ई-बोली/रिवर्स नीलामी में भाग लेने वाले विक्रेताओं के प्राथमिक/द्वितीयक उपयोगकर्ताओं को यह सुनिश्चित करना होगा कि उनके पास GeM में क्रेताओं के साथ और उनकी ओर से अनुबंध करने के लिए अपेक्षित प्राधिकरण है। विक्रेता, ऐसा न करने पर ऐसे विक्रेता के साथ-साथ व्यक्ति अपने कार्यों के लिए और ऐसे कार्यों से उत्पन्न किसी भी दायित्व के लिए परोक्ष रूप से उत्तरदायी होंगे।

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.

- 3.9.5. विक्रेता किसी भी संख्या में उत्पाद पेश कर सकता है। हालाँकि, यह विक्रेता की एकमात्र जिम्मेदारी होगी कि वह प्रस्तावित उत्पाद के लिए व्यवसाय करने के लिए आवश्यक चीज़ें रखने के संबंध में खुद को संतुष्ट करे। विक्रेता यह सुनिश्चित करने के लिए पूरी तरह से जिम्मेदार हैं कि GeM पर बिक्री/सेवा प्रदान करने के उनके प्रस्ताव में किसी भी बौद्धिक संपदा अधिकार का उल्लंघन नहीं हुआ है।

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.

- 3.9.6. विक्रेता को अनुबंध के किसी भी पहलू पर कोई भ्रष्ट प्रभाव नहीं डालना चाहिए और GeM से संबंधित सभी गतिविधियों में पूर्ण पारदर्शिता, अखंडता और निष्पक्षता बनाए रखते हुए भ्रष्टाचार को रोकने के लिए सभी आवश्यक उपाय करने के लिए प्रतिबद्ध होना चाहिए।

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.



3.9.7. विक्रेता GeM पोर्टल पर अपने व्यवसाय का प्रतिनिधित्व करेगा और उसे प्लेटफॉर्म के सभी नियमों और शर्तों का पालन करना अनिवार्य है। विक्रेता पोर्टल पर अपने संगठन, व्यवसाय, उत्पादों और सेवाओं के बारे में प्रदान की गई जानकारी के लिए पूरी तरह से जिम्मेदार होंगे और क्रेता और/या GeM द्वारा किसी भी समय अनुरोध किए जाने पर उन्हें ऐसी जानकारी का प्रमाण प्रस्तुत करना होगा।

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.

3.9.8. GeM पोर्टल पर विक्रेता की पहचान से संबंधित किसी भी नए डेटा के निर्माण की अनुमति नहीं देगा। पंजीकरण के समय विक्रेता द्वारा प्रदान किए गए सभी विवरणों को सरकार के अन्य डेटा बेस जैसे GeM 4.0 (संस्करण 1.2) पर सामान्य नियम और शर्तें, दिनांक 5 जुलाई 2024, पृष्ठ 5, 44 PAN, MCA 21, Udyam के माध्यम से काउंटर चेक/सत्यापित किया जाएगा। पंजीकरण / उद्योग आधार (समय-समय पर सरकार द्वारा मान्य), आदि। वित्तीय विवरण के लिए, पैन / आयकर डेटाबेस प्राथमिक सत्यापन डेटाबेस होगा और किसी भी अन्य डेटाबेस में किसी भी विरोधाभासी डेटा को ओवरराइड करेगा। यदि GeM पर पंजीकरण करते समय विक्रेता द्वारा दर्ज किया गया डेटा/विवरण मान्य डेटाबेस से सत्यापित नहीं है, तो पंजीकरण की अनुमति नहीं दी जाएगी। इसके अलावा, पंजीकरण के बाद विवरण में किसी भी विरोधाभास के मामले में, विक्रेता का पंजीकरण स्वचालित रूप से निलंबित कर दिया जाएगा। यह विक्रेता की जिम्मेदारी है कि वह GeM पर अपनी सभी जानकारी नवीनतम परिवर्तनों के साथ अद्यतन रखे। ऐसी घटना के 7 दिनों के भीतर GeM पर विवरण अपडेट न करने पर विक्रेता प्रशासनिक कार्रवाई के लिए उत्तरदायी होगा।

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 2024 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.

3.9.9. GeM, टर्न ओवर/पिछले प्रदर्शन/लाभप्रदता आदि के संदर्भ में विक्रेताओं की पात्रता और विभिन्न सरकारी योजनाओं के संदर्भ में विभिन्न लाभ/लाभ प्राप्त करने के लिए उनकी पात्रता भी। नीतियां/दिशानिर्देश/अधिनियम/कानून आदि पूरी तरह से आयकर/पैन डेटा बेस, एमसीए 21, उद्यम पंजीकरण/उद्योग आधार जैसे डेटाबेस के सेट के बाहरी एजेंसी/मालिक के माध्यम से प्राप्त/मान्य या सत्यापित डेटा के आधार पर निर्धारित किए जाएंगे। (जैसा कि सरकार द्वारा समय-समय पर मान्य किया गया है), जीएसटीएन, प्रमाणित एजेंसियां जैसे बीआईएस, बीईई आदि। इन डेटाबेस में उपलब्ध डेटा में किसी भी विसंगति के मामले में, विक्रेता को इसे अपडेट करने से पहले संबंधित मान्य डेटाबेस में इसे अपडेट करना होगा। GeM पर. ऐसे समय तक GeM पर विक्रेता की पात्रता तय करने के लिए केवल मौजूदा मान्य जानकारी का उपयोग किया जाएगा। विक्रेताओं द्वारा भागीदार साइटों पर अपने डेटा को अपडेट करने/डेटाबेस को मान्य करने में कोई भी चूक और इसके परिणामस्वरूप GeM पर किसी भी लेनदेन पर प्रतिकूल प्रभाव पड़ने पर, पूरी तरह से और विशेष रूप से विक्रेता की जिम्मेदारी होगी। डेटा विसंगति और/या डेटा विसंगति के कारण विक्रेता खाते के निलंबन के कारण किसी भी GeM लेनदेन पर किसी भी परिणामी प्रभाव के लिए GeM जिम्मेदार नहीं होगा। विक्रेता इसके लिए पूरी तरह से जिम्मेदार होगा।

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.

3.9.10. विक्रेता बिना किसी सीमा के, लागू गारंटी/वारंटी, शेल्फ-जीवन, मात्रा, गुणवत्ता और शीर्षक सहित सामान/सेवाओं के लिए और अपने सामान और/या/सेवाओं की पेशकश का सही और

सटीक विवरण देने के लिए पूरी तरह से जिम्मेदार होगा। GeM में निर्धारित कैटलॉग या कैटलॉग आधारित टेम्पलेट के अनुसार उत्पाद विनिर्देश, मात्रा जो निर्दिष्ट समय अवधि में आपूर्ति की जा सकती है, आदि का संकेत देना। विक्रेता यह सुनिश्चित करेगा कि पेश किया गया सामान या सेवाएँ नवीनतम, नई और सभी प्रकार से पूर्ण हों। जहां विक्रेता कोई सामान बेच रहा है जिसके लिए स्पेयर पार्ट्स की आवश्यकता है, विक्रेता को वारंटी अवधि की समाप्ति की तारीख से कम से कम तीन साल की अवधि के लिए ऐसे स्पेयर पार्ट्स को सुनिश्चित करना और उपलब्ध कराना चाहिए (जब तक कि अन्यथा निर्दिष्ट न हो)। व्यक्तिगत विक्रेता यह सुनिश्चित करेंगे कि ई-बोली में पेश किए गए और/या ऑर्डर किए गए उत्पाद बोली/अनुबंध वैधता अवधि के दौरान GeM पर उपलब्ध रहेंगे।

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 warranty 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.

- 3.9.11. विक्रेताओं को अनिवार्य रूप से अधिकतम खुदरा मूल्य (एमआरपी) पर 10% की न्यूनतम छूट की पेशकश करनी होगी (जब तक कि GeM पर उनके उत्पादों की पेशकश के लिए अन्यथा निर्दिष्ट न किया गया हो)। विक्रेता अधिक छूट देने के लिए स्वतंत्र हैं। विक्रेता को GeM पर अपनी सर्वोत्तम संभव न्यूनतम कीमत की पेशकश करनी चाहिए और वचन देना चाहिए कि वह GeM पर ऑफर मूल्य के बराबर या उससे कम कीमत पर समान नियमों और शर्तों पर GeM के बाहर समान उत्पाद को तुलनीय मात्रा में नहीं बेचेगा या बेचने की पेशकश नहीं करेगा। यदि GeM 4.0 (संस्करण 1.2) दिनांक 5 जुलाई 2024 पेज 6 पर विक्रेता द्वारा ऐसा कोई उल्लंघन पाया जाता है, तो विक्रेता GeM से हटाए जाने / प्रतिबंधित किए जाने के लिए उत्तरदायी होगा।

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) dtd 5th July 2024 Page 6 of 44 such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

3.9.12. GeM पर अपने उत्पाद की पेशकश करके, विक्रेता GeM अधिकारियों द्वारा प्रस्तावित सामान/सेवा के मूल्य विवरण को उत्पाद शुल्क और सीमा शुल्क, आयकर, जीएसटी आदि विभाग सहित अन्य सरकारी एजेंसियों के साथ साझा करने के लिए सहमत होता है।

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.

3.9.13. विक्रेता अपने उत्पाद/सेवा को सभी प्रकार से सही श्रेणी में अपलोड करना सुनिश्चित करेंगे। किसी भी श्रेणी में गलत और भ्रामक उत्पाद या सेवा की पेशकश को ध्यान में आने पर GeM द्वारा विक्रेता को कोई संदर्भ दिए बिना पोर्टल से हटा दिया जाएगा। विक्रेता किसी भी श्रेणी में गलत उत्पाद या सेवा अपलोड करने के लिए GeM द्वारा उचित समझी जाने वाली किसी अन्य प्रशासनिक कार्रवाई के लिए भी उत्तरदायी होगा। यदि विक्रेता द्वारा किया गया ऐसा कोई भी उल्लंघन किसी क्रेता द्वारा विक्रेता द्वारा अनुचित तरीके से पेश किए गए उत्पाद/सेवाओं के लिए अनुबंध की नियुक्ति की ओर ले जाता है, तो ऐसे अनुबंध को शून्य और शून्य माना जाएगा। ऐसे अनुबंध के विरुद्ध कोई भी दावा स्वीकार्य और विचारणीय नहीं होगा।

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.

3.9.14. विक्रेता समय-समय पर किसी भी उत्पाद पर ओईएम द्वारा प्रदान की गई किसी भी योजना/प्रस्ताव/मुफ्त उपहार से जुड़े सभी लाभ क्रेता को "जैसा है" के आधार पर देगा। यह दायित्व सीधे ओईएम पर भी लागू होगा। माल की आपूर्ति करना, ऐसे किसी भी प्रस्ताव को रोकना या आपूर्ति की गई मात्रा में ऐसे मुफ्त उपहारों का हिसाब-किताब रखना, ऐसी खेप को माल भेजने वाले द्वारा अस्वीकार कर दिया जाएगा और इसे अनुचित और GeM नीतियों के विरुद्ध भी माना जाएगा, जिसके लिए GeM के पास आवश्यक कार्रवाई करने के सभी अधिकार सुरक्षित हैं। ऐसे

विक्रेता/ओईएम को, जो उचित समझा जाए, GeM पर पंजीकरण करके और GeM पर किसी भी बोली में भाग लेकर, विक्रेता यह वचन देता है कि वर्तमान में उसे GFR 2017 के नियम 151 में उल्लिखित आधार पर "बोली लगाने से प्रतिबंधित" नहीं किया गया है।

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.

- 3.10. **मेक इन इंडिया उत्पादों को प्राथमिकता (बोलियों के लिए <200 करोड़):** सार्वजनिक खरीद (मेक इन इंडिया को प्राथमिकता), समय-समय पर संशोधित आदेश 2017 और उसके बाद के आदेशों/अधिसूचनाओं में परिभाषित अनुसार कक्षा 1 के स्थानीय आपूर्तिकर्ता को प्राथमिकता दी जाएगी। विशिष्ट वस्तुओं/उत्पादों के लिए संबंधित नोडल मंत्रालय द्वारा जारी किया गया। कक्षा 1 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए न्यूनतम स्थानीय सामग्री बोली दस्तावेज़ में दर्शाई गई है। यदि बोलीदाता खरीद प्राथमिकता का लाभ उठाना चाहता है, तो बोलीदाता को अपनी बोली के साथ स्थानीय सामग्री के प्रतिशत और उन स्थानों के विवरण जहां स्थानीय मूल्यवर्धन किया जाता है, के बारे में ओईएम से एक प्रमाण पत्र अपलोड करना होगा, ऐसा न करने पर कोई खरीद प्राथमिकता नहीं दी जाएगी। स्वीकृत किया जाता है। यदि बोली मूल्य 10 करोड़ रुपये से अधिक है, तो स्थानीय सामग्री के प्रतिशत से संबंधित घोषणा को वैधानिक लेखा परीक्षक या लागत लेखा परीक्षक द्वारा प्रमाणित किया जाएगा, यदि ओईएम एक कंपनी है और अन्य OEM के लिए एक अभ्यास लागत लेखाकार या चार्टर्ड अकाउंटेंट द्वारा प्रमाणित किया जाएगा। सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 दिनांक 04.06.2020 के अनुसार कंपनियों की तुलना में। एमआईआई के आदेश दिनांक 4.6.2020 के अनुसार केवल क्लास-I और क्लास-II स्थानीय आपूर्तिकर्ता ही बोली लगाने के पात्र होंगे। एमआईआई के दिनांक 04.06.2020 के आदेश के अनुसार गैर-स्थानीय आपूर्तिकर्ता भाग लेने के लिए पात्र नहीं हैं। हालाँकि, पात्र सूक्ष्म और लघु उद्यमों को भाग लेने की अनुमति दी जाएगी। खरीदारों को सलाह दी जाती है कि वे दिनांक 18.05.2023 के ओएम संख्या एफ.1/4/2021-पीपीडी देखें। सूक्ष्म और लघु उद्यमों के लिए सार्वजनिक खरीद नीति आदेश, 2012 और सार्वजनिक खरीद (मेक इन इंडिया को प्राथमिकता) आदेश, 2017 के समवर्ती अनुप्रयोग के अनुपालन के लिए OM\_No.1\_4\_2021\_PPD\_दिनांक\_18.05.2023।

**Preference to Make in India products (For bids < 200 Crore):** Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 3.11. **सूक्ष्म और लघु उद्यमों (एमएसई) को खरीद प्राथमिकता:** सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय द्वारा जारी सूक्ष्म और लघु उद्यमों (एमएसई) आदेश, 2012 दिनांक 23.03.2012 के लिए सार्वजनिक खरीद नीति में परिभाषित अनुसार एमएसई को खरीद प्राथमिकता दी जाएगी। इसके बाद संबंधित मंत्रालय द्वारा जारी आदेश/अधिसूचनाएं। यदि बोलीदाता खरीद प्राथमिकता का लाभ उठाना चाहता है, तो माल की आपूर्ति के लिए बोली के मामले में बोलीदाता को प्रस्तावित उत्पाद का निर्माता होना चाहिए। व्यापारियों को सूक्ष्म और लघु उद्यमों के लिए सार्वजनिक खरीद नीति के दायरे से बाहर रखा गया है। सेवाओं के लिए बोली के संबंध में, बोली लगाने वाले को प्रस्तावित सेवा का सेवा प्रदाता होना चाहिए। इस संबंध में प्रासंगिक दस्तावेजी साक्ष्य प्रस्तावित उत्पाद या सेवा के संबंध में बोली के साथ अपलोड किए जाएंगे। यदि एल-1 एमएसई नहीं है और एमएसई विक्रेता ने प्रासंगिक नीति में परिभाषित खरीद वरीयता मार्जिन/मूल्य बैंड के एल-1+ 15% (खरीदार द्वारा चयनित) के भीतर कीमत उद्धृत की है, तो ऐसे विक्रेता को अवसर दिया जाएगा। एल-1 कीमत से मेल खाने के लिए और अनुबंध कुल मात्रा के 25% (खरीदार द्वारा चयनित) प्रतिशत के लिए प्रदान किया जाएगा। खरीदारों को सलाह दी जाती है कि वे सूक्ष्म और लघु उद्यम आदेश, 2012 और सार्वजनिक खरीद (वरीयता) के लिए सार्वजनिक खरीद नीति के समवर्ती आवेदन के अनुपालन के लिए OM No.F.1/4/2021-PPD दिनांक 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 देखें मेक इन इंडिया) आदेश, 2017।

**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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 3.12. ऊपर दर्शाया गया अनुमानित बोली मूल्य केवल ईएमडी राशि पर मार्गदर्शन के उद्देश्य से और टर्न ओवर, पिछले प्रदर्शन और परियोजना / पिछले अनुभव आदि से संबंधित पात्रता मानदंड निर्धारित करने के लिए घोषित किया जा रहा है। इसका उद्धृत किए जाने वाले मूल्य पर कोई प्रासंगिकता या असर नहीं है। बोलीदाताओं और बोली भागीदारी पर कोई प्रभाव नहीं पड़ने वाला है। इसके अलावा इसे उद्धृत कीमतों की तर्कसंगतता निर्धारित करने में एक मानदंड के रूप में उपयोग नहीं किया जाएगा, जो कि खरीदार द्वारा तर्कसंगतता के अपने मूल्यांकन के आधार पर और बोली / आरए प्रक्रिया में प्राप्त प्रतिस्पर्धी कीमतों के आधार पर निर्धारित किया जाएगा।

Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a Criteria in determining reasonableness of quoted prices which would be determined by the buyer, based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

- 3.13. जेम पंजीकरण प्रक्रिया के लिए बोलीदाता निम्नलिखित लिंक <https://aim.gov.in/pdf/GeM-query-resolution.pdf> देख सकते हैं।

For Gem registration process Bidder may refer the following link  
<https://aim.gov.in/pdf/GeM-query-resolution.pdf>

3.14. **एनएमपीए का बैंक विवरण:**

**बैंक का नाम:** भारतीय स्टेट बैंक, पनाम्बुर, मैंगलोर - 575 010।

**बैंक खाता संख्या** 10205649448

**आईएफएससी कोड:** SBIN0002249

**एमआईसीआर कोड:** 575002011

**जीएसटी नंबर:**29AAALN0057A2ZG

**Bank Details of NMPA:**

Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.

Bank A/C No. 10205649448

IFSC Code: SBIN0002249

MICR Code: 575002011

GST No:29AAALN0057A2ZG

3.15. **एनएमपीए के संपर्क व्यक्ति:** श्री हरेंद्र कुमार, उप सामग्री प्रबंधक (प्रभारी),

फोन 0824-2887721/726,

ई-मेल: [harender.kumar@nmpt.gov.in](mailto:harender.kumar@nmpt.gov.in), [vinayaraj.cg@nmpt.gov.in](mailto:vinayaraj.cg@nmpt.gov.in)

**Contact Persons of NMPA:**

Mr. Harender Kumar, Deputy Materials Manager (i/c),

Phone 0824-2887721/726,

E- mail: [harender.kumar@nmpt.gov.in](mailto:harender.kumar@nmpt.gov.in), [vinayaraj.cg@nmpt.gov.in](mailto:vinayaraj.cg@nmpt.gov.in)



#### 4. Minimum qualification criteria and documents required

- 4.1. Prime Software Producer of AutoCAD-Autodesk Software OR Authorized Dealer/ Distributor/ Channel Partner/ Stockiest/ Retailer/ Reseller of AutoCAD-Autodesk Software-Prime Software Producer are eligible to participate in the tender.
  - 4.1.1. If the bidder Prime Software Producer of AutoCAD-Autodesk Software.
    - 4.1.1.1. Bidder shall submit company registration certificate/Trade Licence.
  - 4.1.2. If the bidder is an authorized agent, following documents should be submitted along with the bid.
    - 4.1.2.1. A copy of valid authorization certification from AutoCAD-Autodesk Software - Prime Software Producer.
- 4.2. The Bidder should have successfully completed Similar Works (**Supply of AutoCAD/ Design Software**) during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited. Value of such work(s) can be any one of the following:
  - 4.2.1. Three similar completed works, each costing not less than Rs 3.45 Lakhs Incl GST.  
OR
  - 4.2.2. Two similar completed works, each costing not less than Rs. 4.32 Lakhs Incl GST.  
OR
  - 4.2.3. One similar completed work, costing not less than Rs. 6.89 Lakhs Incl GST.
- 4.3. Following documentary proofs in respect of above should be submitted along with the technical bid to prove MQC as per clause 4.2:
  - 4.3.1. Copy (ies) of Purchase Orders / Work Orders/LOA.
  - 4.3.2. Copy of Proof of Execution (Completion Certificate issued by Purchaser / End User or Inspection certificate issued by inspection agency / Purchaser / End User or Payment invoice along with proof of payment issued by Purchaser /End User). The proof of execution should clearly have cross reference No. of Purchase Orders / Work Orders/LOA.
- 4.4. Average Annual Financial Turnover: The Average Annual Financial Turnover during the last 3 years (2020-2021, 2021-22 & 2022-23) should be 30% of estimated cost (Rs. **8,62,344**) i.e., Rs. 3 Lakh.
  - 4.4.1. The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet for the Last three Years with UDIN Number must be submitted as Documentary Evidence.
- 4.5. Technical data compliance. Technical data of the required products are given in section 9 of this document. Bidder shall give compliance/deviation of each item of technical data for each product.

Documents required to prove MQC shall be furnished along with the bid. Non submission of these documents will lead to rejection of the bid.

## **5. Additional Documents required:**

- 5.1. Particulars of bidder as per format 10.1
- 5.2. Bank details of the bidder as per format 10.2
- 5.3. Undertaking in letterhead of bidder as per format 10.3
- 5.4. Undertaking in letterhead of bidder as per format regarding bidder/subcontractor from a country sharing land border with India as per format 10.5.
- 5.5. Check list as per format 10.8.

## **6. General Conditions of Contract**

- 6.1. The Contract Period is **1 Month** from the date of issue of Gem Contract Order. The rates quoted are firm till the completion of contract and inclusive of all taxes & transportation charges on FOR destination basis and applicable taxes shall be mentioned separately.
- 6.2. The materials to be supplied within **1 Month** from the date of issue of Purchase Orders. The Supplier should replace the consignment if supplied items are not as per technical specification of BOQ.
- 6.3. The materials/products 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 supplier's account. If the supplied items are rejected due to any error/ defects in the technical specification/Make supplier has to make his own arrangements at his cost to lift the rejected materials/products and to replace the same immediately without any delay. The materials/products to be supplied should confirm to the specification.
- 6.4. 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.
- 6.5. Tax shall be deducted as per applicable rates on the value of supplies exceeding the limit permitted according to GST Act.

- 6.6. The vendor shall upload the Tax invoices in the GST Network within the due date. The Vendor shall file the applicable Tax Returns with Tax Departments in time and should submit the name as documentary evidence.
- 6.7. The vendor shall inform NMPA if the vendor is registered under Composite Scheme of GST.
- 6.8. 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.
- 6.9. **Delivery period for Supply in full shape:** Within **1 Month** from the date of issue of Gem Contract Order/ Letter of Acceptance/Purchase Order.
- 6.9.1. The Software shall have to be delivered at and installed at NMPA Panamburu, Mangalore, Karnataka and to be operationalized to the satisfaction of user.
- 6.9.2. Installation of the software shall have to be carried out without any additional payment at NMPA.
- 6.10. **Duration of Subscription 36 Months.** A document supporting the license type & validity shall be submitted with delivery of license.
- 6.11. Should the contractor fail to rectify the defects, NMPA shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.
- 6.12. The Port Authority reserves the right to reject any of the Bidding 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 Bidding.
- 6.13. **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 Bidder. Any loss or damage in transit will have to be borne by the successful Bidder.
- 6.14. **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 Biddings to be floated:

- 6.14.1. In the event of withdrawal from the bidding process after submission of offers.
- 6.14.2. In the event of not honoring the letter of intent and the PO/Work order.
- 6.14.3. Fail to supply the ordered materials/products/execute the work in the prescribed period.
- 6.14.4. If any of the bidder(s) is found presenting misleading/ false information/ documents in the Bidding forms, statements, bills and invoices etc.
- 6.14.5. If a firm submits fraudulent, un- encashable Financial Instruments stipulated under the Bidding and Contractual conditions.
- 6.14.6. 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.
- 6.14.7. If makes fraudulent attempts to pass off or miss declare inferior goods or short quantities.
- 6.14.8. If violation of Fall Clause by Rate Contract holding Firms.
- 6.14.9. If attempts to influence NMPA's decisions on scrutiny, comparison, valuation and award of Bidding.
- 6.14.10. 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).
- 6.14.11. 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.

#### **6.15. Disputes**

- 6.15.1. Any disputes relating to the Bidding 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.
- 6.15.2. The agreement shall be governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

**6.16. 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.

- 6.17. **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.
- 6.18. **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 party. The Agreement shall govern by laws of India and court at Mangalore shall have exclusive Jurisdiction.
- 6.19. **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
- 6.20. **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.

- 6.21. **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.
- 6.22. **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.
- 6.23. **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/products 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.
- 6.24. The Port Authority reserves the right to reject any of the Bidding 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 Bidding.
- 6.25. **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.
- 6.26. **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.

#### **6.27. Taxes and Duties**

6.27.1. GST is included in the quoted price.

6.27.2. 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% as on supply order will be deducted towards TDS on GST if the order value exceeds Rs.2,50,000/-.

6.27.3. 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.

6.28. The contractor will be solely held responsible for the stores being sufficiently and properly packed for transportation by Rail/Road to withstand transit hazards and ensure safe shipment to the destination hub at NMPA. The expenses incurred for packing and marking should be borne by the contractor.

6.29. NMPA will not pay separately for transit Insurance, all risks in transit being exclusively of the contractor and NMPA shall pay only for such stores as are actually received in good condition in accordance with the contract.

6.30. The contractor is responsible for bearing any charges related to both the service and transportation after the successful supply of materials/products. This responsibility includes any costs incurred during the warranty period.

6.31. Indemnity: The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and lean of infringement of any patent, Copy Right or Trade Mark and shall at all times indemnify NMPA against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire

responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

## **7. Scope of work**

**6.1 Background:** The scope essentially includes installation of the supplied Software, configuration, validations, and support without any extra cost.

The supplied software products shall be licensed for support & subscription for a period of minimum 3 years from date of final handing-over of the license and successful installation, configuration, acceptance and certification.

Any other items not specifically mentioned in the specification, but which are required for installation, testing & commissioning & satisfactory operation of the software are deemed to be included in the scope of the specification unless specifically excluded.

## **8. Special Conditions of Contract**

**7.1 DELIVERY SCHEDULE:** Supply shall be completed within **1 Month** from the date of Contract Order.

### **7.2 PAYMENT TERMS:**

**7.2.1** 100 % of payment will be made within 20 days against receipt, installation, and testing & commissioning & satisfactory operation of the software as per technical specification and submission of following documents.

**7.2.1.1** Invoice and delivery challan

**7.2.1.2** Test Certificate

**7.2.1.3** Valid Licence Key

**7.3** Price Reduction Schedule / LD/ Penalty Clause – As per standard conditions of RFP.



## 9. Technical Specification

Supply, installation, testing & commissioning and satisfactory operation of the software of Designing Software AutoCAD with 3 years subscription.

The bidder shall provide onsite professional services for installations, configuration, validations, support including applying updates for patches, bug fixes after immediate release etc for the subject requirement.

Category	Specification	Bid Requirement (Allowed Values)
<b>BASIC INFORMATION</b>	<b>Modules of Designing Software offered in the scope of supply</b>	Architecture Design, Mechanical Design, Structure Design, Infrastructure Design, Electrical Design, General Design
	<b>Type of Edition of the offered product</b>	Commerical Edition
	<b>Name of the Software</b>	Autocad
	<b>Name of the OEM</b>	Autodesk
	<b>Software Description</b>	CAD software
	<b>Software Version/Date of Launch of Version</b>	2023 or Higher version
<b>SCOPE OF LICENCE</b>	<b>Types of Licence</b>	Subscription
	<b>OEM Licensing policy</b>	Per named user/user
	<b>Number of licensing included in the offered product as per OEM defined licensing policy</b>	<b>3 Or higher</b>
	<b>Licence Delivery Mode</b>	Electronic Licence
	<b>Platform type</b>	Desktop based, Mobile Based
	<b>Scope of Installation</b>	Installation, Configuration, User Acceptance Testing of offered product
	<b>The offered product has support from OEM for</b>	Unlimited updation for Patches and Bug fixes within maintenance & support period, Unlimited upgradation of version within support period
	<b>Number of Years for OEM support for updation (Patches and Bug fixes) is included in the scope of supply</b>	<b>3 Or higher</b>
	<b>Number of Years for OEM support for Upgradation of version is included in the scope of supply</b>	<b>3 Or higher</b>
	<b>Training Options</b>	Training Material
<b>No of days Training Provided</b>	3	

<b>ARCHITECTURE DESIGN</b>	<b>Architecture Design Features</b>	Parametric Modeling, Building Layout & Design, Site Layout, MasterPlanning, Walk-Through Animation
<b>MECHANICAL DESIGN</b>	<b>Mechanical Design Features</b>	Advance surfacing, Direct Modeling, Mesh CAD Models, Weldments, Mechanical concept and layout design, Heating Ventilation and Air Conditioning (HVAC), MEP Fabrication, Plumbing System Design
<b>STRUCTURE DESIGN</b>	<b>Structure Design Features</b>	Structural Detailing
<b>INFRASTRUCTURE DESIGN</b>	<b>Infrastructure Design Features 1</b>	Point Cloud Data Processing, Site Development, Site Planning & Layout
	<b>Infrastructure Design Features 2</b>	Master Planning
<b>ELECTRICAL DESIGN</b>	<b>Electrical Design Features</b>	Electrical cable and Conduit design, Panel Design, Electrical Fabrication
<b>ELECTRONIC DESIGN</b>	<b>Electronic Design Features 1</b>	NA
	<b>Electronic Design Features 2</b>	NA
	<b>Electronic Design Features 3</b>	NA
	<b>EM simulation method used</b>	NA
	<b>Number of Core for EM Multi -thread supported by the offered product</b>	NA
<b>COMMON PARAMETERS</b>	<b>Common parameters feature 1</b>	2D System Analysis, Cloud Collaboration, Generic Design
	<b>Common parameters feature 2</b>	Conceptual design, Structural Detailing
	<b>Basic information modeling supported by the offered product</b>	2 D, 3 D

Bidder shall ensure proper alignment of Designing Software (AUTOCAD) for the **existing setup**.

## 10. Forms and formats

### 10.1. Particulars of bidder:

All individual firms or each of the partners of an organization submitting the Bidding 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

10.2. **Bank details of bidder:**

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	<b>Telephone:</b>
		<b>Mobile:</b>
		<b>Fax:</b>
8	<b>Xerox copy of a cheque should be enclosed</b>	
9	<b>PAN</b> (Xerox copy of <b>Permanent Account Number</b> shall be enclosed)	

**10.3. Undertaking by the bidder  
(to be given in letterhead of the bidder)**

We \_\_\_\_\_ confirm you the following

- a) We are confirming that offered products are same OEM/Make.
- b) 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.
- c) 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 Government Departments / Government Offices / PSUs / Autonomous Institutions / Pvt. Institutions.
- 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 Bidding documents technical specifications and terms & condition. We will supply, Genuine/Original Product/Make in standard packing.
- f) The information furnished in our bid is true and accurate to the best of my knowledge.
- g) That in case of being pre-qualified, we acknowledge that the Principle 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.
- h) 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.
- i) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- j) 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 \_\_\_\_\_ (Bidder's name) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

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

Sign and Seal of the Bidder/ Bidders Authorised representative

Date:

**Seal & Sign of the Bidder.**

10.4. **Undertaking on land boarder**

(To be given in letterhead of Bidder)

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

SUB: **Supply, Installation, Configuration, Acceptance and Testing of AutoCAD-Autodesk Software (Updated Commerical edition)**

GeM Bid NO:

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

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

10.5. **BG Format**

**SPECIMEN BANK GUARANTEE FORM FOR EMD**

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of Trustees of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of **Supply, Installation, Configuration, Acceptance and Testing of AutoCAD-Autodesk Software (Updated Commercial edition)** [name of contract] under Invitation for Tenders No.-----dated XX/XX/2023 [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender;  
or
- b) having been notified of the acceptance of its Tender by the Principle Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

This guarantee will expire unless otherwise extended or informed by the Principle Employer/ Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
  - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This bank Guarantee shall be encasheable at our \_\_\_\_\_ Branch at Mangalore

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this **BG is authorized to do so-should also be enclosed**



10.6. **BG Format for SD**

**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Authority Act 2021 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **Supply, Installation, Configuration, Acceptance and Testing of AutoCAD-Autodesk Software (Updated Commercial edition)** vide Work Order No. \_\_\_\_\_ (hereinafter called ‘the Contract’) to M/s. “**Name of the Contractor**” (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the ----- Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’ ) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ /-( Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. We, \_\_\_\_\_ (Name of the Bank), do hereby undertake to pay Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_).
2. We, \_\_\_\_\_ (Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
3. We, \_\_\_\_\_ (Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Secretary/Secretaryi/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a

demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

4. We, \_\_\_\_\_(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
5. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
6. We, \_\_\_\_\_(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
7. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_).
8. This Guarantee shall valid up to \_\_\_\_\_.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/2024.

Dated ----- day of -----2024

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

10.7. Check list.

<b>Check List</b>			
<b>NAME &amp; ADDRESS OF THE BIDDER:</b>			
<b>Other Information</b> <b>PHONE No. (OFF):</b> <b>FAX No.:</b> <b>MOB No.:</b> <b>E-MAIL:</b>			
<b>Validity of Offer for Four Months:</b>			
<b>Copy of Pan Card Attached:</b>			
<b>UTR details of payment of EMD/Bidding Cost by RTGS OR Valid NSIC/MSME Certificate</b>			
<b>Copy of GST Registration Attached:</b>			
Sl. No	Documents	Document details	Remarks
1	Valid Prime Software Producer Authorisation shall be submitted	<p>4.1.1. If the bidder Prime Software Producer of AutoCAD-Autodesk Software.</p> <p>4.1.1.1. Bidder shall submit company registration certificate/Trade Licence.</p> <p>4.1.2. If the bidder is an authorized agent, following documents should be submitted along with the bid.</p> <p>4.1.2.1. A copy of valid authorization certification from AutoCAD-Autodesk Software -Prime Software Producer.</p>	
2	The Bidder should have successfully completed Similar Works (Supply of Fire Pump/ Pump) during last 7 (Seven) years ending last day of month	4.2.1. Three similar completed works, each costing not less than Rs 3.45 Lakhs Incl GST. OR	

	previous to the one in which tenders are invited. Value of such work(s) can be any one of the following:	4.2.2. Two similar completed works, each costing not less than Rs. 4.32 Lakhs Incl GST. OR 4.2.3. One similar completed work, costing not less than Rs. 6.89 Lakhs Incl GST.	
3	Following documentary proofs in respect of above should be submitted along with the technical bid to prove MQC as per clause 4.1.9:	4.3.1. Copy (ies) of Purchase Orders / Work Orders/LOA. 4.3.2. Copy of Proof of Execution (Completion Certificate issued by Purchaser / End User or Inspection certificate issued by inspection agency / Purchaser / End User or Payment invoice along with proof of payment issued by Purchaser /End User). The proof of execution should clearly have cross reference No. of Purchase Orders / Work Orders/LOA.	
4	<b>4.1.11. Average Annual Financial Turnover</b>	4.4. Average Annual Financial Turnover: The Average Annual Financial Turnover during the last 3 years (2020-2021, 2021-22 & 2022-23) should be 30% of estimated cost ( <b>8,62,344</b> ) i.e. Rs. 3 Lakh. The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet for the Last three Years with UDIN Number must be submitted as Documentary Evidence.	
5	<b>Offered Product Catalogue/Specification</b>	Offered Product should be as per BIS or International Standards.	
6	<b>EMD:</b>	The Bidder is required to pay Rs. <b>20,360</b> (Including GST) as EMD. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt, Banker's cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's	

		<p>interest in all respects. RTGS receipt/evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, E</p> <p>EMD exemption applicable as per Clause No: 3.6</p>	
7	<p><b>Bidder Must Comply to The Clause Regarding Provision for Procurement from A Bidder Which Shares a Land Border with India</b></p>	<p>Bidder must comply to the clause regarding provision for procurement from a bidder which shares a land border with India. Indian Government (Ministry of finance) vide their Notification no. OM F. No. 6/18/2019-PPD dated 23.07.20 and further clarification vide No-F.18/37/2020-PPD dated 08.02.2021 have categorically stated that "in case a bidder has Proposed to supply finished goods procured directly/indirectly from vendors from the countries sharing land border with India such vendor to be registered With competent authority" Therefore, if any dealer in India is importing from a country which share land border with India like China, in that case the OEM/vendor must be registered with competent authority for that product being quoted in the tender. Vendor needs to fill and sign the declaration attached as along with this document.</p>	
8	Technical data compliance.	Bidder shall give compliance/deviation of each item of technical data for each product.	
9	Offered Product Catalogue/Specification.	Offered Product Catalogue	
10	Particulars of bidder as per format	As per format	

11	Bank details of the bidder as per format	As per format	
12	Under Taking Letter on declaration, indemnification as per format	As per format	
13	Undertaking on land boarder	As per format	
14	Check List	As per format	