

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

## **Mechanical Engineering Department**

Electrical Engineering Division Administrative Building, New Mangalore Port Authority, Panambur, Mangalore-575010

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NIT NO.: NMPA/Mech/EE(E)I/2024/0461-1

# **TENDER DOCUMENT**

FOR

Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years

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

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Date: 16.11.2024

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

N.I.T. No. NMPA/Mech/EE(E)I/2024/0461-1

Name of Work: "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years"

- 1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
- 2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
- 3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
- 4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है।
  - DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirement and then attach them along with bid documents during bid submission. This will ensure easier upload of bid documents.
- 6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit documents as stated in the tender document; otherwise, the bid will be rejected.
- 7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमित है।
  - The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.

- 8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या http://eprocure.gov.in/eprocure/app or http://www.newmangaloreport.gov.in पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are queries connected with this tender, have to be clarified online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> or <a href="http://www.newmangaloreport.gov.in">http://eprocure.gov.in/eprocure/app</a> or <a href="http://www.newmangaloreport.gov.in">http://eprocure.gov.in/eprocure/app</a> or <a href="http://www.newmangaloreport.gov.in">http://www.newmangaloreport.gov.in</a>. All documents to be submitted, as indicated in the tender schedule should be in PDF formats.
- 9. बोलीदाता को निविदा में निर्दिष्ट ईएमडी और निविदा शुल्क की व्यवस्था करनी चाहिए। मूल को (जैसा लागू हो) निविदा के लिए बोली जमा करने की तारीख और समय के भीतर, निविदा आमंत्रण प्राधिकारी को व्यक्तिगत रूप से पोस्टव्यक्तिगत रूप से दिया जाना चाहिए।/क्र्रियर/ Bidder should arrange for the EMD & tender fee (as applicable) as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए |
  The Bidder should read the terms and conditions of the tender and accept the same before proceeding with submission to tender.
- 11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजो को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the tender document(s) online well in advance, before the prescribed time to avoid any delay or problem during the bid submission process.
- 12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेज़ों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गित पर भी त्वरित अपलोड करने में मदद करेगा | There is no limit on the size of the file that can be uploaded at the server end. However, the upload is dependent on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and file size is optimum. This will help in quick uploading even at very low bandwidth speeds.
- 13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवरुद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मुल्यांकन उद्देश्यों के लिए नहीं माना जायेगा।
  - It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, Bid Submission Process is completed. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा।
  - The Tender Inviting Authority (TIA) will not be held responsible for any delay or the difficulties faced during submission of bids online by the bidders due to local issues.

- 15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए| बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा,जिसमें असफल होने पर बोली को अस्वीकार कर दिया जाएगा। The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be accepted. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected.
- 16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।

At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details. The documents submitted by the bidder should then digitally signed using the e-token of the bidder and then submitted.

- 17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।
  - After the bid submission, the bid summary has to be printed and kept as proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
- 18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है,कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for correctness of the bid.
- 19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids.
- 20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा| The time displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender

- Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
- 22. निविदा प्रपत्र शुल्क और ईएमडी भाग I-तकनीकी बोली के साथ जमा किया जाएगा। शुल्क और ईएमडी के बिना जमा की गई बोली, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और खारिज कर दिया जाएगा। Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected.
- 23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
- 24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail input credit to Port.
- 25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा।
  In the event of forfeiting the EMD/SD GST is applicable and while imposing penalty/LD

applicable GST shall be collected.

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# **SCHEDULE OF TENDER (SoT)**

Dated: 16/11/2024 NIT No.: NMPA/Mech/EE(E)I/2024/0461-1

## **NOTICE INVITING TENDER**

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority through electronic tendering system under two bid system through CPP Portal i.e. <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>,

Name of the Work	Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast
	Motors on Annual rate contract basis for the period of two years
Mode of tender	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
Estimated cost	Rs. 3,83,000/- (Rupees Three Lakhs Eighty Three Thousand only) excluding GST
Tender Fees	<b>Rs. 560/-</b> (Rupees Five Hundred Sixty only) inclusive of 12% GST - Non-refundable <b>OR</b> exemption certificate as per clause No 2.2.1(m) of ITB
Earnest Money Deposit	<b>Rs. 9,040/-</b> (Rupees Nine Thousand and Forty only) inclusive of 18% GST ' <b>OR</b> ' exemption certificate as per clause No 2.2.1(m) of ITB.
Date of Tender Document available to parties to download	16/11/2024 at 12:30 Hrs.
Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	16/11/2024 at 12:30 Hrs.
Date of closing of e-Tender for submission of Bid.	07/12/2024 at 15.00 Hrs.
Date & Time of opening of Technical Bids	09/12/2024 at 16.00 Hrs.
Date & Time of opening of Price Bid	Will be communicated separately to the qualified Bidders
Contract Period	<b>730 days</b> from the date of execution of Agreement.
Validity of Tender	120 days from the date of opening of Tender (Technical Bids)

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

> Sd/-Executive Engineer (Ele) - I

#### 2. INSTRUCTIONS TO THE BIDDERS (ITB)

## 2.1 **SCOPE OF BID**

E-Tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer (E) I on behalf of New Mangalore Port Authority for the work of "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years"

## 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

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

- a) EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted.
- b) Earnest Money Deposit of **Rs. 9,040/-** (Rupees Nine Thousand and Forty only) inclusive of 18% GST- NEFT Receipt shall be uploaded along with the Technical Bid '**OR'** exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (m) below.
- c) TENDER FEE for Rs. 560/- (Rupees five hundred sixty only) inclusive of 12% GST non-refundable NEFT Receipt shall be uploaded along with the Technical Bid 'OR' exemption certificate as per clause No 2.2.1(m) of ITB. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (m) below.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by NMPA if any.
- f) Particulars of Bidder **Annexure 1.**
- g) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client,
- h) Tender Form as per **Annexure 2**.
- i) Bank Details of the Bidder for E-Payment Annexure 6.
- j) Copies of the GST Registration Certificate and PAN card to be submitted.
- k) Copies of profit and loss statements, balance sheet and Auditor's report for the last three years.
- I) Form of Declaration Annexure 5
- m) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD & Tender Fee on producing self attested supporting certificates along with Technical Bid.

- n) Dispute review Board Annexure 7
- o) Details of ongoing contracts at NMPA Annexure 8
- p) Verification of Local Content Annexure 9
- q) Undertaking on Indemnification Annexure 10
- r) Indemnity Bond **Annexure -11**
- s) Bid Security Declaration Annexure-12
- t) Format of Power of Attorney **Annexure 13** in original Hard copy shall be sent by post/Courier.
- 2.2.2 Price Bid shall be uploaded only through ONLINE: Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

#### 2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No.2.4.
- 2.3.2 Tender Form information as per **Annexure 2**.
- 2.3.3 Government owned Enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No.2.21

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

#### 2.4.1 FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of **Rs. 1,14,900/-** for the last 3 financial years 2021-22, 2022-23 & 2023-24.

- <u>Note:</u>- 1. Documentary evidence duly self attested viz Auditor's Certificates (with UDIN No)/balance sheet / latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.
  - 2. If the bidder is already having ongoing contracts in NMPA, then his combined work order value of all the ongoing contracts shall be deducted from his Financial Capacity. The Financial Capacity of the bidder shall be assessed from the Average Annual Financial Turnover of the Bidder for the last three years ending **March 2024**. The Bidder shall be technically qualified, only if his balance Financial Capacity after reduction, is equal to or more than the estimate put to tender.

{Example: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in **Annexure-8**, then the contractor can Bid only for the remaining Financial Capacity i.e. Rs.6,00,000/- (Rupees Six lakhs only)}

## 2.4.2 **TECHNICAL CRITERIA**

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

One similar completed work costing not less than **Rs. 3,06,400/-** (Excluding GST) OR

Two similar completed works each costing not less than **Rs. 1,91,500**/- (Excluding GST).

OR

Three similar completed works each costing not less than **Rs. 1,53,200/-** (Excluding GST).

"Similar Work" means "Rewinding /Reconditioning of Electrical Motors".

<u>Note:</u> In case of composite work, amount pertaining to similar work mentioned above will only be considered for evaluation.

- ii) In order to meet the Technical criteria as per clause No.2.4.2.(i) above, the bidder shall submit the following documents along with the technical bid:
  - a. Self-attested photo copies of LOA/Work Order/Agreements showing the awarded contract value for "similar works" and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be attached for verification.
  - b. If the similar work carried out on sub-contract basis, then permission obtained by the prime contractor from the client for sub-contracting should be submitted.
  - c. Work Order/Work Completion Certificate submitted by the bidder will be sent for client confirmation.
- iii) The Bidder shall have GST Registration Certificate (in the Bidder's name) and PAN should be uploaded along with the Technical Bid.
- 2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:

- 2.4.3.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.
- 2.4.4 **LAST DATE FOR SUBMISSION OF TENDER**: NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

## 2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:

- 2.5.1 The contractor may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.
- 2.5.2 The GST as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.
- 2.5.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

## 2.6 <u>AUTHORITY IN SIGNING TENDER DOCUMENTS</u>:

- 2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.
- 2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

## 2.7 ONE BID PER BIDDER

- 2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
  - 1. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be

rendered under these Tendering Documents; or

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

## 2.8 BIDDER TO INFORM HIMSELF FULLY

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

## 2.9 Earnest Money Deposit:

- 2.9.1 The tender shall be accompanied by proof of Earnest Money deposit of **Rs. 9,040**/-(Rupees Nine Thousand and Forty only) inclusive of 18% GST '**OR**' exemption certificate as per clause No 2.2.1(m) of ITB. EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted. The tender without EMD shall be rejected, except in the case as per clause No. 2.2.1 (m).
- 2.9.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**

- 2.9.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Security Deposit cum Performance Guarantee as stipulated in the tender clause 2.20. In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.
- 2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **21 days** from the date of issue of **Letter of Acceptance**, otherwise penalty @ 0.25% of the amount of the Performance Guarantee for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission shall be levied maximum up to 2.5% of the amount of the Performance Bank Guarantee.
- 2.9.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.
- 2.9.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
- 2.9.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.9.6.2 The successful Bidder fails within the specified time limit to:
  - **a.** Sign the Agreement AND / OR furnish the required Performance security.
  - **b.** Fail to commence the work on the specified date as per LOA/Work order.
  - **c.** If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
  - **d.** If any information or representation submitted by Bidder is found to be false or incorrect.
  - **e.** Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

## 2.11 <u>AMENDMENTS:</u>

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

#### 2.12 LANGUAGE OF TENDER:

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

#### 2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

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

#### 2.14 TENDERED CURRENCIES:

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

## 2.15 PRE BID QUERIES

Not Applicable

## 2.16 TENDER OPENING AND EVALUATION:

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

#### 2.16.2 **SCRUTINY AND EVALUATION OF THE TENDER**

- 2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Tender fee (if applicable), EMD (if applicable) and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

- 2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- 2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

#### 2.16.3 OPENING OF PRICE BID:

- i. Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- ii. The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- iii. The Bidders has to quote the rate for the subject work in the price Bid format– PART III excluding GST.
- iv. The evaluation shall be done on the basis of **total lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- v. Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions):
  - a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
  - b. If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
  - c. In case such Lowest eligible Class- I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

<u>Note</u>: The Class-I local supplier/Class-II Local Supplier shall submit the self attested copy of Annexure - 9 compulsorily along with the Bid clearly indicating the percentage of local content (local staffs that the contractor shall be deploying, in case the contract is awarded to him) and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

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

- the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- vii. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- viii. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- ix. The price Bid with any counter conditions will be summarily rejected.

#### 2.17 AWARD OF CONTRACT:

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

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

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

## 2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").
- 2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.
- 2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure-3 with such modifications as may be necessary within 14 Days from the date of issue of LOA. The agreement to be executed on a non-judicial Stamp paper of value Rs.100/- or above value issued from Mangaluru jurisdiction. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 10 sets of Agreement copies at his own cost.

## 2.20 PERFORMANCE SECURITY:

Performance security for a sum equivalent of 10% of the total contract value including GST

shall be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank or online payment are accepted in the approved format within 21 days from the date of issue of LOA. The Performance security shall be kept valid for the total contract period and Guarantee for one year plus Three Months claim Period. Thereafter, the total of 10% of Performance Security shall be released to the Contractor after successful completion of the Guarantee Period, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No. 2.9 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance security shall also be extended for the same period plus Three Months claim period.

- Note:- i)The Penalty for the delay in submission of the Performance Guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.
  - ii) The performance security shall be complied as per the orders/amendments issued by the Authorities

#### 2.21 CORRUPT OR FRAUDULENT PRACTICES

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

- i. defines, for the purpose of these provisions, the terms set forth below as follows:
  - a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- ii. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iii. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- **2.22** THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

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

#### 3. GENERAL TERMS & CONDITIONS OF THE CONTRACT

- 1. The Annual rate contract period shall be for the period of two years from the date of issue of order.
- 2. The rate shall be for carrying out the repair/ rewinding at your works including Transportation, reassembling and handing over.
- 3. Bearings and Condensers will be issued departmentally if required for replacement. The released item shall be handed over to the Department.
- 4. Please note that no advance payment will be made. But Part/full payment will be made within 15 days after satisfactory completion of the work subject work to the entire satisfaction of the Engineer-in-Charge and receipt of your bill.
- 5. The Rewinding / Reconditioning of the motors should carry a **guarantee of Six months**.
- 6. The work may be taken up immediately after handing over the same by the department and shall be completed within 7 (seven) days.
- 7. Applicable taxes will be effected for recovery at the rates as from the gross amount of the work contract bills as per the relevant provision of the I.T. Act.
- 8. The work should be carried out as specification and the materials and insulation, etc. used should be as per approved Class/ make only.
- 9. Any damage to the department property during execution of work will be to your account.
- 10. The work should be carried out to the entire satisfaction of the Engineer in charge.
- 11. The contractor should have GST Registration Certificate & PAN and the same shall be uploaded failing which the Tender is liable for rejection.
- 12. The successful Tenderer has to execute an Agreement with the Stamp paper of Value Rs. 100/- or above value issued from Mangaluru jurisdiction in the prescribed format within 14 days from the date of issue of LOA.
- 13. All rates shall be quoted in proper form as per the Tender. The Rates quoted should be valid for 120 days.
- 14. The Tenderer may visit the work site and get acquainted himself with the site conditions, nature of work involved before quoting, taking prior appointment with the undersigned. Any assistance in this regard will be provided by the Department.
- 15. The materials to be used for the work should conform to the specifications and standards of IS. All materials to be used should be got approved by the Engineer-in-Charge in the first instance and the work shall be carried out conforming to Indian Electricity Rules.
- 16. No tools, plant, labour, equipment, transport, etc. required for the work will be supplied by the Department and the Contractor has to make his own arrangements.
- 17. The Tenderer shall be responsible for making good of all the damages done during the work and has to employ skilled & competent workers for carrying out the work.

- 18. The Tenderer shall be responsible for taking precautionary measures for the safety of the workmen working under him and the responsibility arising due to any mishap during the execution of work, payment of any compensation etc., lies entirely on the part of the Contractor. Safety Items required while working are to be provided by the Contractor.
- 19. The acceptance of the tender rests with the competent authority of NMPA who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason.
- 20. If the Tenderer after award of work/contract fail to execute the work in the specified allotted period, then the Tenderer shall be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority.

## Annexure-1

## PARTICULARS OF BIDDER

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

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

Signature & seal of the Bidder

## TENDER FORM

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

To,

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

- 1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years" we the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
- We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 10% (Ten percent) of the contract price in the manner set forth in the GCC of tender.
- 3. We further undertake, if our tender is accepted, to enter into and execute within 14 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
- 4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
- 5. We have submitted the Tender Fees, EMD/exemption for the same as per the instructions.
- 6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 14 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for

	tenders at New Mar applicable.	igalore Fort Admonty d	uly informing the MSM	E aumonues
7.	We agree that the property Rupees.	payment shall be made	e direct to us by the Po	ort Authority
8.	We understand that receive.	you are not bound to ac	cept the lowest or any t	ender you m
		ay of in the		_ duly
(IN B	LOCK CAPITALS)			Signature:
<u>Witne</u>	<u>ess</u>		Address:	
<u>Witne</u>	<u>ess</u>		Address:	
Witne	<u>ess</u>		Address:	

## **FORM OF AGREEMENT**

THIS AGREEME	ENT made at M	langalore this	_ day of	BETWEEN
M/s		(hereinafter	called "the	Contractor") which
expression shall	unless excluded	by or repugnant to the	he context or	meaning thereof be
deemed to includ	le his heirs, execu	utors, administrators s	successors ar	nd permitted assigns)
of the one part a	nd THE BOARD	OF NEW MANGALO	RE PORT AL	JTHORITY having its
Office at Panam	bur, Mangalore (	herein after called "Th	ne Board") wl	hich expression shall
unless excluded	by or repugnant t	to the context or mear	ning hereof, b	e deemed to include
their successors	and assigns) of o	ther part, WHEREAS	the Board ha	ve accepted a tender
by the Contractor	for " <b>Rewinding / I</b>	Reconditioning of Ceili	ing Fan, Wate	r Cooler, AC, Exhaust
Fan and High Ma	st Motors on Ann	nual rate contract basi	s for the perio	od of two years" vide
work order	No	dated		

## NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

- 1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
- 2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz
  - a) The said tender
  - b) The acceptance of tender
  - c) The conditions of Contract
  - d) The scope of work/specifications.
  - e) The Price schedule and all other Annexures
  - f) The Contractor's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
- In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years" in conformity in all respects with the provision of the Contract.
- 4. The Board HEREBY COVENANT to pay to the Contractor in consideration of the work of "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years", the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the pa				
day and year first above CMEA/2024 dated		_	_	
Signed, sealed and delivered				
by for and on	behalf of			
(Contractor)	Witness:	1.		
COMPANY SEAL				
		2.		
CHIEF MECHANICAL ENGINEER				
For and On behalf of the NMPA				
(Board)				
	Witness	1.		
		0		
		2.		

## FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1.	In consideration of the Board of the New Mangalore Port Authority (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 "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan
	and High Mast Motors on Annual rate contract basis for the period of two years" vide
	Work Order No(hereinafter called 'the Contract') to M/s. "Name of the
	Contractor" (hereinafter called the 'Contractor') which expression shall unless excluded
	by or repugnant to the context or meaning thereof be deemed to include his heirs,
	executives, administrators, successors and permitted assigns under the terms and
	conditions of the Contract, made between the Contractors and the Board, the
	Contractor is bound to submit a performance Guarantee of Rs /-(Rupees) to
	Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter
	referred to as 'the Bank' ) at the request of the Contractors do hereby undertake to pay
	to the Board an amount not exceeding Rs/-( Rupees)
	against any loss or damage caused to or suffered or which would be caused to or
	suffered by the Board by reason of any breach by the Contractors of any of the terms
	and conditions of the said Contract.
2.	We, (Name of the Bank), do hereby undertake to pay Rs/-
	(Rupees) as the amounts due and payable under this guarantee
	without any demur, merely on a demand from the Board stating that the amount claimed
	is due by way of loss or damage caused to or which would be caused to or suffered by
	the Board by reason of the Contractor's failure to perform the said Contract. Any such
	demand made on the Bank shall be conclusive as regards the amount due and payable
	by the Bank under this Guarantee. However, our liability under this Guarantee shall be
	restricted to an amount not exceeding Rs/-(Rupees).
3.	We,(Name of the Bank), undertake to pay to the Board any money so
	demanded notwithstanding any dispute or disputes raised by the Contractor in any suit
	or proceeding before any court or Tribunal relating thereto, our liability under this

present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

- 4. We, (Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
- 5. We, \_\_\_\_\_\_(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the

	Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.			
6.	This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.			
7.	We,(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.			
8.	Our liability under this Guarantee shall not exceed Rs/- (Rupees).			
9.	This Guarantee shall valid up to			
10.	. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before//202.			
11.	11. The Bank Guarantee is en-cashable at our branch at Mangalore, Karnataka			
	Dated day of2024			
	For			
(Aı	uthorised Signatory/s)			
(Na	ame & Code No.)			
(Fo	or and on behalf of Bank.)			

## **Format for Declaration**

(To be executed on bidder's letter head)

То	
Ref:	Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years
The ur	ndersigned, having studies the pre-qualification submission for the abovementioned
project	t, hereby states:
(a)	The information furnished in our bid is true and accurate to the best of my knowledge.
(b)	That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
(c)	When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the prequalification made.
(d)	We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
(e)	We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No is full and final for all legal/contractual obligations (delete if not required).
(f)	No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
(g)	We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
(h) Date:	We also undertake that, currently we don't have any litigation.
Place:	
Name	of the Applicant :
Repres	sented by (Name & capacity)

## Annexure - 6

# **Bank Information for E-Payment**

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

Signature and seal of the Bidder

## **DISPUTES REVIEW BOARD AGREEMENT**

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

IHIS AGREEMENI, made and entered into	this
Day of20 Between ("the Employer/ and ("the Contractor"), and the Disputes Review Board ("the DR consisting of One/three DR Board Members, (Members from either p contractor and Employer/Board)	Board")
(1)	
(2)	
(3)	
[ Note Delete whatever is not applicable]	
WITNESSETH, that WHEREAS, the Employer/ Board and the Contractor have contracted execution of (Project name) (the "Contract WHEREAS, the contract provides for the establishment and operation of Board NOW THEREFORE, the parties hereto agree as follows -	ct") and

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

#### The DR Board Members

- (a) shall have no financial interest in any party to the contract or the Engineer or Engineer's Representative, or a financial interest in the contract, except for payment for services on the DR Board\_
- (b) shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or Engineer's Representative, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this Agreement

- any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or Engineer's Representative, and any and all prior involvement in the project to which the contract relates;
- (d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or Engineer's Representative, except as a DR Board Member.
- (e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or Engineer's Representative, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;
- (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/ Board, the Contractor, the Engineer or Engineer's Representative, and one a nother any fact or circumstances which might be such to cause either the Employer/ Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.

#### 4 The Contractor shall

- a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
- b) in co-operation with the Employer/ Board, co-ordinate the Site visits of the DR Board, including conference facilities and secretarial and copying services.
- 5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.
- 6. DR Board Member, shall not assign or subcontract any of their work under this Agreement

- 7. The DR Board Members are independent and not employees or agents of either the Employer/ Board or the Contractor.
- 8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
- 9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/ Board and the Contractor. If the DR Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed

## 10. DR Board Site visits:

- a) The DR Board shall visit the Site and meet with representatives of the Employer/ Board and the Contractor and the Engineer or Engineer's Representative at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit failing agreement shall be fixed by the DR Board.
- b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/ Board, the Contractor and the Engineer or Engineer's Representative.
- c) If requested by either party or the DR Board, the Employer/ Board will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or Engineer's Representative.

## 11. Procedure for disputes referred to the DR Board:

- a) If either party objects to any action or inaction of the other party or the Engineer or Engineer's Representative, the objecting party may file a written notice of Dispute to the other party with a copy to the Engineer or Engineer's Representative stating that it is given pursuant to Clause [number] and stating clearly and in detail the basis of the dispute.
- b) The party receiving the notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board,

- the other party and the Engineer or Engineer's Representative stating that it is made pursuant to (insert relevant clause no.).
- d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the DR Board.
- e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts
- f) During the hearing, the Contractor, the Employer/ Board, and the Engineer or Engineer's Representative shall each have ample opportunity to be heard and to offer evidence. The DR Board's Recommendations for resolution of the dispute will be given in writing, to the Employer/ Board, the Contractor and the Engineer or Engineer's Representative as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

## 12 Conduct of Hearings:

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

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

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

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

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

## Annexure - 8

## **DETAILS OF ONGOING CONTRACTS AT NMPA BEYOND 31.10.2024**

SI. No.	Work Order Description	Work Order no. & date	Work Order Value	Department which has issued the Work order	Date of completion as per work order

Sign & Seal of the Contractor

## Annexure - 9

## **VERIFICATION OF LOCAL CONTENT**

Tender no & Name of the work	Bidder shall enter, the % of Local Content
	(%)
Tender No. NMPA/Mech/EE(E)I/	
2024/0461-1, dated 16.11.2024	
Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years	

Sign & Seal of the Contractor

## **UNDERTAKING ON INDEMNIFICATION**

We _	(Bidders Name ) hereby agree and undertake to
ndem	nify, keep indemnifies, depended and hold harmless the NMPA and its Officers
agains	st all losses, penalties, costs and expenses, duties of any kind whatsoever which
may a	rise on account of breach un-authorized act, fraud deed or any other acts of ours or
any o	f our personnel. We hereby further agree and undertake to indemnify and keep
ndem	nifies against any order passed by any executive, quasi judicial or judicial authority
where	in the NMPA is compelled to obey the order which arise due to breach of contract
oy us.	
We	(Bidders name ) shall indemnify, protect and defend at
our ov	vn cost, New Mangalore Port Authority and its agents & employees from & against
any/al	l actions, claims, losses or damages arising out of;
i.	Any violation in course of execution of the contract of any legal provisions or any right of third parties.
ii.	Failure to exercise the skill and care required for satisfactory execution of the contract.
iii.	Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
We	(Bidders name ) shall be responsible for all
not be	issions and omissions on part of manpower engaged for the purpose. NMPA shall responsible in any manner whatsoever, in matters of injury/death/health etc. of apployees performing duties under the contract.
We	(Bidders name ) hereby undertake that ,
a.	The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
b.	Bidder/deployed staffs will follow all the required safety procedures while executing

Sign and Seal of the Bidder/ Bidders Authorized representative

the job.

#### **INDEMNITY BOND**

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

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

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

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

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

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

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

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

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

For.....

**INDEMINIFIER** 

	(Signature with Name and Designation) Company Seal
Station:	
Date:	
Witness:	
1	
Signature with Name, Designation & Address	
2	

Signature with Name, Designation & Address

## **Bid Security Declaration Form**

Tender No. NMPA/Mech/EE(E)I/2024/0461-1	Dated:
То,	
The Executive Engineer (Ele)-I,	
NMPA, Panambur, Mangalore.	

Sub: E-tender for Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years

I/We. The undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with NMPA for a period of three (3) year from the date of notification if, I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. sign the Agreement AND / OR furnish the required Performance security.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

	ipioto riamio oi porooni oigriini	g and Bra Godannig Bookaration,
Duly authorized to	sign the bid for an on behalf	of (insert complete name of Bidder) Dated
on	day of	(insert date of signing)
Corporate Seal (v	vhere appropriate)	

#### Annexure – 13

## (To be executed on Non-Judicial Stamp Paper of Rs.100/-)

## **FORMAT OF POWER OF ATTORNEY** (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ------(name of the Co.) to Shri ------ (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years". Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

delegated on him by the Board of Directors) in terms of the powers delegated to me by the				
Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things				
done by the said Attorney by virtue of this power of attorney, shall be construed as acts,				
deeds and things done by the Company.				
I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm				
whatever our said attorney shall do or cause to be done for the Company, the said				
Company, in the premises, by virtue of the powers hereby given.				
WHEREAS, this sub-delegation is signed and delivered to Shri (name & designation of the Attorney), on this day of, 20 (Two thousand).				
WHEREAS, even though this sub-delegation is signed on this day of				
20 (Two thousand ), will have effect from the date he				
signs and receives this delegation.				
IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub- delegate/delegate powers, delegated on him by the Board of Directors) has, this				
delegate/delegate powers, delegated on him by the Board of Directors) has, this				
·				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY				
delegate/delegate powers, delegated on him by the Board of Directors) has, this  day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY  (Name of authorized person to delegate powers)				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY  (Name of authorized person to delegate powers)  WITNESS: SIGNED AND RECEIVED ON				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY  (Name of authorized person to delegate powers)  WITNESS:  SIGNED AND RECEIVED ON BY				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY  (Name of authorized person to delegate powers)  WITNESS: SIGNED AND RECEIVED ON				
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of 20 (Two thousand ) set my hands and subscribed my signature unto this instrument.  SIGNED AND DELIVERED ON BY  (Name of authorized person to delegate powers)  WITNESS:  SIGNED AND RECEIVED ON BY				

## **BILL OF QUANTITIES**

Name of Work: Rewinding / Reconditioning of Ceiling Fan, Water Cooler, AC, Exhaust Fan and High Mast Motors on Annual rate contract basis for the period of two years.

S1. No.	Description of Work	Qty	Rate (Rs.)	Amount (Rs.)
I	First Year			
1	Rewinding/ Overhauling of 56" sweep, 80W, 230V AC ceiling fan motor	10		
2	Rewinding/ Overhauling of 48"sweep, 70W, 230V AC ceiling fan motor	250		
3	Rewinding/ Overhauling of 36" sweep, 60W AC ceiling fan motor	15		
4	Rewinding/ Overhauling of 16" sweep, 110W, 230V AC Exhaust fan motor	15		
5	Rewinding/ Overhauling of 25W, 230V AC Water cooler fan motor	20		
6	Rewinding/ Overhauling of 75W, 230V AC Air conditioner fan motor	15		
7	Rewinding of 1.5 HP, 3 Phase, 440 Volts, 1500 RPM squirrel cage induction Motor of High Mast Towers	20		
	First Year Total			
II	Second Year			
1	Rewinding/ Overhauling of 56" sweep, 80W, 230V AC ceiling fan motor	10		
2	Rewinding/ Overhauling of 48"sweep, 70W, 230V AC ceiling fan motor	250		
3	Rewinding/ Overhauling of 36" sweep, 60W AC ceiling fan motor	15		
4	Rewinding/ Overhauling of 16" sweep, 110W, 230V AC Exhaust fan motor	15		
5	Rewinding/ Overhauling of 25W, 230V AC Water cooler fan motor	20		
6	Rewinding/ Overhauling of 75W, 230V AC Air conditioner fan motor	15		
7	Rewinding of 1.5 HP, 3 Phase, 440 Volts, 1500 RPM squirrel cage induction Motor of High Mast Towers	20		
			1	1
	Second Year Total			

## Note:

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

## PART- IV

## **NMPA BANK DETAILS**

## Name of the Payee:

**The FA & CAO, NMPA, Panambur, Mangalore** for remitting Tender fee through NEFT / RTGS.

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

**Dated**: 16/11/2024

## **CHECK LIST**

Tender No: NMPA/Mech/EE(E)I/2024/0461-1

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECH NO-COMMERCIAL BID

	D	ETAILS OF DOCUMENT TO BE SUBMITTED	YES	NO
	1	EMD & Tender fee or supporting document for exemption of EMD /Tender Fee as per clause 2.2.1 (m)		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self attested and TDS certificate of the supporting work.		
	3	Copies of profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
TECHNICAL BID	4	Certificates a) GST Registration Certificate. b) PAN card copy		
ГЕСНИ	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies, Corrigendum/Addendums if any.		
	6	<ul> <li>a) Annexure – 1 - Particulars of Bidder.</li> <li>b) Annexure – 2 - Tender Form</li> <li>c) Annexure – 5 - Format of Declaration</li> <li>d) Annexure – 6 - Bank information for E-payment</li> <li>e) Annexure – 7 - Dispute review Board agreement</li> <li>f) Annexure – 8 - Details of ongoing Contracts at NMPA</li> <li>g) Annexure – 9 - Verification of Local Content</li> <li>h) Annexure – 10 - Undertaking on indemnification</li> <li>i) Annexure – 11 - Indemnity Bond</li> <li>j) Annexure – 12 – Bid Security Declaration</li> <li>k) Annexure – 13 - Power of Attorney in original Hard copy shall be sent by post/Courier.</li> </ul>		
PRICE Bid		PART-III - Price Schedule (Online Mode Only)		