



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



BIDDING DOCUMENT FOR

**“Supply and Installation of split Air Conditioner
units ”**

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Tender Document: Procurement of Air Conditioner Units

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1. Title

निविदाक्रमांक/ Tender No	
GeM Bid No	GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025
कार्यकानाम/ Name of the Work	Supply and Installation of split Air Conditioner units
अनुमानितलागत/Estimated cost	₹. 24,14,226.00 (Including GST and any other applicable charges)
ई एम डी/EMD	₹.48,285.00
डाउनलोड हेतु बोली दस्तावेज़ की उपलब्धता/ Availability of Bidding document for download	05.02.2025
प्री बिड मीटिंग की आरंभ तिथि/ Starting Date of Pre Bid meeting	As per The GeM Bid
प्री बिड मीटिंग की समापन तिथि/ Closing Date of Pre Bid meeting	
प्रस्तुत करने हेतु ई-बोली की आरंभिक तिथि मूल्य बोली/ Starting date of e-Bidding for submission of Price Bid	
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	
तकनीकी बोली खोलने की तिथि एवं समय / Date & time of opening of Technical Bid	
वित्तीयबोलीखोलनेकीतिथिएवंसमय /Date & time of opening of Financial Bid	Will be intimated
आपूर्ति/कार्यसमापनअवधि /Supply / Work Completion Period	60 Days
ऑफर की वैधता /Validity of Offer	180 Days
गारंटी /Warranty	12 Months

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

2. Notice inviting bids

GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025

Gem Bids are invited for **Supply and Installation of split Air Conditioner units** through Gem Portal <https://gem.gov.in/>. Tender documents are available for download from **05.02.2025**

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

बोली आमंत्रित करने की सूचना

जेमपोर्टल <https://gem.gov.in> के माध्यम से गेमबिडिंग " स्प्लिट एयर कंडीशनर की आपूर्ति और स्थापना" के लिए आमंत्रित की जाती हैं और निविदा <https://gem.gov.in/> 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:

- a) 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.

- b) 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. EMD Cluse are detailed at **clause No 6.1**

- 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

- a) 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.

- b) 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.

- c) 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.

- d) 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 विक्रेताओं 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.

- e) विक्रेता किसी भी संख्या में उत्पाद पेश कर सकता है। हालाँकि, यह विक्रेता की एकमात्र ज़िम्मेदारी 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.

- f) 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.

- g) 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 विक्रेता 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.

- h) 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.

- i) 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.

- j) 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 warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

- k) 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.

- l) 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.

- m) 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.

- n) 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: **Contact details:**

Contact details:				
A	GeM Portal	Mail id: helpdesk-gem@gov.in Toll Free Numbers: 1800-419-3436; 1800-102-3436		
B	Technical Queries	Name	Mr. Praveen Kumar K.	
		Email	praveenkumark.k@nmpt.gov.in	
		Phone No	0824-2287-736	
C	Commercial Queries	Name	Mr. Harender Kumar	Mr. Vinayaraj CG
		Email	harender.kumar@nmpt.gov.in	vinayaraj.cg@nmpt.gov.in
		Phone No	0824-2887-724	0824-2887-726

4. Minimum qualification criteria and documents required

4.1. **EMD** as per Clause No **6.1**

4.2. The bidder should be a Manufacturer or authorized agent (authorized Dealer/ /Distributor/Channel Partner/Stockiest/Retailer/Reseller/Partner of a Manufacturer) of Airconditioner.

4.2.1 If the bidder is a Manufacturer, then:

4.2.1.1 **Valid ISO 9001:2015 certificate** should be submitted along with the bid as proof.

4.2.1.1.1 The scope mentioned in the ISO Certificate should contain “Design/Development, manufacture/production of air treatment/Air conditioning equipment's/ refrigeration equipment's/ air conditioner/ Refrigerators”.

4.2.2 If the bidder is an authorized agent, then:

4.2.2.1 **ISO Certificate of OEM** as per 4.2.1 shall be submitted along with the bid

4.2.2.2 **Valid authorized dealership/agent certificate** shall be submitted along with the bid.

4.3 The Bidder should have successfully completed Similar Works (Supply / Installation of Air Conditioner units) during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited. **Copy (ies) of Purchase Orders / Work Orders/LOA** to prove experience shall be submitted along with the bid. Value of such work(s) can be any one of the following:

4.3.1 Three similar completed works, each costing not less than **₹.9.65** Lakhs Incl GST.
OR

4.3.2 Two similar completed works, each costing not less than **₹.12.07** Lakhs Incl GST.
OR

4.3.3 One similar completed work, costing not less than **₹.19.31** Lakhs Incl GST.

4.4 Proof of Execution/Completion of work shall be submitted along with the bid. The proof of execution should clearly have cross reference of Purchase Orders / Work Orders / LOA. Following documents shall be considered as Proof of Execution/Completion of work.

4.4.1 **Completion Certificate** issued by Purchaser / End User/Inspection agency. OR

4.4.2 **Copy of Invoice and proof of receipt of payment** from purchaser. OR

4.4.3 **GeM generated CRCA.**

4.5 **Average Annual Financial Turnover:** The Average Annual Financial Turnover during the last 3 years or FY 2021-2022, 2022-23 & 2023-24 should be 30% of estimated cost Supply and Installation of split Air Conditioner units i.e. ₹. 8 Lakhs

4.5.1 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.

4.6 The Bidder should have **Service/Support center in Mangalore**. Certificate of Registration under Shop and Establishment act in Mangaluru Municipal Corporation or GST Registration certificate with Mangalore address shall be submitted along with the bid.

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 Technical data compliance: Bidder shall submit compliance/deviation for specifications detailed in section **8** and Product Catalogue/Specification shall be submitted
- 5.2 Escalation Matrix of a company to be submitted by the Bidder.
- 5.3 Particulars of bidder as per format **10.1**
- 5.4 Bank details of the bidder as per format **10.2**
- 5.5 Under Taking Letter on declaration, indemnification as per format **10.3**
- 5.6 Verification of Local Content as per format **10.4**
- 5.7 Undertaking in letterhead of bidder as per format regarding bidder/subcontractor from a country sharing land border with India. **10.5**
- 5.8 Nil Deviation declaration **10.6**
- 5.9 Check list as per format **10.9**

6 General Conditions of Contract

- 6.1 **EMD (Earnest Money Deposit):** The Bidder is required to pay ₹.48,285.00 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 **Scheduled** Commercial bank or Payment online in an acceptable form safeguarding the purchaser's 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.
- 6.1.1 In case of electronic fund transfer, UTR / Remittance Details, EMD Amount, Transaction date etc. to be submitted.
- 6.1.2 In case of Demand Draft (DD) Submission, EMD to be drawn in favour of "The Board of New Mangalore Port Authority" payable at Mangalore.
- 6.1.3 In case of Bank Guarantee (BG) Submission, NMPA EMD-BG Format shall be used with advisory bank details of NMPA.
- 6.1.4 Bidder should upload scanned copy of the DD/BG/Online Transfer Details in GeM Portal on or before bid closing date and has to ensure delivery of hard copy of original DD/BG to the Buyer within 5 days of Bid Opening (as per GeM GTC) to below mentioned address by Post/ Inhand (NMPA BG Format & Bank details attached).
- 6.1.5 **EMD EXEMPTION:** 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.
- 6.2 **E PBG:** ePBG (Performance Bank Guarantee/Security) to be submitted by the Successful Bidder in the form of electronic fund transfer (NEFT/ RTGS/ Any other Mode of Internet Banking Transfer) / DD/BG.
- 6.2.1 In case of electronic fund transfer, UTR / Remittance Details, SD/PBG Amount, Transaction date etc. to be submitted.
- 6.2.2 In case of Demand Draft (DD) Submission, ePBG to be drawn in favour of "The Board of New Mangalore Port Authority" payable at Mangalore.

- 6.2.3 In case of Bank Guarantee (BG) Submission, NMPA BG Format shall be used with advisory bank details of NMPA.
- 6.2.4 After award of contract, Successful Bidder should upload scanned copy of the DD/BG/ Online Transfer Details in GeM Portal and has to ensure delivery of hard copy of original DD/BG to the Buyer within 15 days of award of contract/receipt of material whichever as applicable in the bid to below mentioned address by Post/ Inhand (NMPA BG Format & Bank details attached).
- 6.2.5 Within 15 days of receipt of the GeM Contract Order, the successful Bidder shall deliver to the Employer a Performance Security remitted by RTGS or Bank Guarantee (BG) for an amount equivalent to 5% of the Awarded Contract order price (including GST).
- 6.2.6 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA and cashable at Mangalore. The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority in the Format enclosed in Volume I as Annexure A.
- 6.2.7 The Contractors are shall furnish the BG by the issuing bank directly to the Port through SFMS mode with ICICI Bank IFSC Code ICIC0000014. This will not bear any interest. Bank Guarantee, obtained from the Nationalized bank / Scheduled bank in the format prescribed shall be in compliance with for a digital confirmation for the Bank guarantee and the BG not complying with this shall not be considered.

6.3 Address:

Kind Attn: (Contact Person Name)
Deputy Material Manager
Purchase Section
Mechanical Engineering Department
New Mangalore Port Authority,
Panambur,
Mangaluru, Karnataka, India.
PIN: 575010
0824-2887726

(Please super-scribe on envelope "EMD/ePBG for GeM Bid No/GeM Contract No dated ").

- 6.4 The Contract Period is **60 Days** 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.
- 6.5 The materials to be supplied from the latest manufactured batch, against Purchase Order within **60 Days** 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.
- 6.6 The materials shall be securely packed and dispatched to NMPA Stores Panambur, Mangalore-575010, 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/Quality/Size/Weight, supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately without any delay.
- 6.7 The materials to be supplied should confirm to the specification. Make/Quality/Size/Weight of the item/Materials to be supplied shall be as per the approved make. The details such as make, specification, confirmation to relevant standards, catalogue, shall be furnished.
- 6.8 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.
- 6.9 Tax shall be deducted as per applicable rates on the value of supplies exceeding the limit permitted according to GST Act.
- 6.10 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.
- 6.11 The vendor shall inform NMPA if the vendor is registered under Composite Scheme of GST.
- 6.12 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.

6.13 Delivery period for Supply in full shape: Within **60 Days** from the date of issue of Gem Contract Order/ Letter of Acceptance/Purchase Order. The materials will have to be supplied on 'Door delivery' basis to our stores at New Mangalore Port Authority, Panambur, Mangalore duly insured at your cost. The materials are to be supplied from the latest manufactured batch.

6.13.1 After completion of Airconditioner Installation, supplier will be handed over all the old Airconditioner & will be obliged to remove all removed Airconditioner from NMPA premises within 15 days.

6.14 Warranty: The contractor shall provide **12 Months** Guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. **The warranty period starts from the completion of supply and installation date.**

If any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within the Warranty period.

6.15 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.

6.16 All the supplied items shall be guaranteed for a period of **12 Months** from the date of arrival of the stores at NMPA site.

6.17 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.

6.18 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.

6.19 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:

- 6.19.1 In the event of withdrawal from the bidding process after submission of offers.
- 6.19.2 In the event of not honoring the letter of intent and the PO/Work order.
- 6.19.3 Fail to supply the ordered materials/execute the work in the prescribed period.
- 6.19.4 If any of the bidder(s) is found presenting misleading/ false information/ documents in the Bidding forms, statements, bills and invoices etc.
- 6.19.5 If a firm submits fraudulent, un-encashable Financial Instruments stipulated under the Bidding and Contractual conditions.
- 6.19.6 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.
- 6.19.7 If makes fraudulent attempts to pass off or miss declare inferior goods or short quantities.
- 6.19.8 If violation of Fall Clause by Rate Contract holding Firms.
- 6.19.9 If attempts to influence NMPA's decisions on scrutiny, comparison, valuation and award of Bidding.
- 6.19.10 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).
- 6.19.11** 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.

6.20 Disputes

- 6.20.1** 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.
- 6.20.2** The agreement shall be governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

- 6.21 **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.
- 6.22 **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.
- 6.23 **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 be governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.
- 6.24 **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
- 6.25 **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.

- 6.26 **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.
- 6.27 **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.
- 6.28 **Penalty (LD Clause):** The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part thereof, subject to a maximum of 10% of the total tax invoice value of the item. In the event of forfeiting the LD / SD GST is applicable & while imposing penalty GST shall be collected.
- 6.29 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.
- 6.30 **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.

6.31 **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.

6.32 Taxes and Duties

6.32.1 GST is included in the quoted price.

6.32.2 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 ₹. 2,50,000/-.

6.32.3 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.

6.33 Bidder to indicate the customer care center and OEM Service center in India, for after sales warranty support.

6.34 Offered products should strictly as per the technical specification mentioned in section of this document.

6.35 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.

6.36 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.

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

6.38 **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.

6.38.1 Kindly mandatorily mention GeM Bid Number/GeM Contract as applicable on the sealed envelope.

6.38.2 SFMS Confirmation against the BG should be provided as per NMPA bank details attached along with bid document.

6.38.3 NMPA shall not be responsible for any postage delay or loss of document thereof.

7 Scope of work

7.1 Air Conditioner Installation scope of work (Vendor's Scope)

- 7.1.1** The indoor and outdoor unit shall be interconnected with standard sized copper piping covered with tubular Vidoflex type thermal insulation.
- 7.1.2** The copper piping between the indoor and outdoor units shall be fixed firmly by clamping and supporting wherever required.
- 7.1.3** A suitable sized PVC drain pipe shall be run from the indoor unit up to the nearest drain point with a 'U' trap at the end, which should be fixed firmly by clamping and supporting wherever required.
- 7.1.4** The entire refrigerant pipe shall be covered with suitable sized PVC pipe with necessary bends, collars etc., and it shall be neatly clamped and supported as required.
- 7.1.5** Necessary openings shall be made in the wall for taking refrigerant line outside and it shall be finished with cement plastering to match the surroundings.
- 7.1.6** All work shall be done in accordance with the current National Electrical Code (NEC) of India.
- 7.1.7** The Vendor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The Vendor shall maintain all work and staging areas in a neat and presentable condition. Upon completion of assigned work, the Vendor shall daily collect and remove all debris and trash caused by the work and dispose of it properly. Cleanup shall be performed to the satisfaction of the Department. The area around the worksite shall be kept clean and free from debris on a daily basis during the progress of work. The Vendor shall immediately notify the Department of any damages to the facilities as a result of the Vendor's operations.
- 7.1.8** The Vendor shall be solely responsible for furnishing all labor, materials, equipment, tools, transportation and supervision and for performing all work as required to complete the work of this project as described. The Vendor, sub vendors or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.
- 7.1.9** Power outages are to be scheduled as to not interfere with normal Department activities.
- 7.1.10** Before any work is begun, wiring diagrams, equipment, materials lists and schedules shall be submitted to the Department's Project incharge for approval if required.
- 7.1.11** At the conclusion of the project, provide a written certification to the Department's Project Manager that all work has been provided in accordance with the Contract Documents and a written warranty against the occurrence of defective materials and workmanship. All standard manufactures and installation warranties apply.

8 Technical Specification

ATC documents specifications and T&C supersede the GeM bid general clauses and Specifications.

8.1 1.5 TR High Wall Split AC Specification

1	Type of Air Conditioner	High Wall Split AC
2	Technology of AC	Non-Inverter
3	Nominal Capacity (TR)	1.5
4	Nominal Cooling Capacity in Ton(W) Tolerance	4900-5000W for 1.5 TR, +/-10 %
5	Material of Condenser & Evaporator	Copper
6	Star Rating	3 Star
7	Unit mounting arrangement (Indoor unit)	Wall mount type
8	Rated voltage	230V, Single Phase,50HzAC
9	Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning – inclusive in the scope of supply	3 meters
10	Indoor Noise Level	38-40 DB
11	Mode	a) Sleep mode b) Turbo mode c) Dry mode
12	Minimum set temperature	18degree Celsius
13	Maximum set temperature	28degree Celsius
14	Remote control inclusive in the scope of supply	Yes
15	Eco-friendly refrigerants	Yes
16	Features	a) Self Diagnosis b) Silent Operation c)Low gas Diagnosis d)Eco saver mode e)2stage Filtration Advantage f) Remote lock Feature g) Auto Swing h) Anti corrosive coating on EVA (HP Side) i) Instant cooling j)100% Copper k) Active Dehumidifier

		l)High Ambient Cooling m)Antibacterial Air filter n) HD filter o) Double drain
17	Installation and commissioning	With Installation and commissioning

8.2 2 TR High Wall Split AC Specification

1	Type of Air Conditioner	High Wall Split AC
2	Technology of AC	Non-Inverter
3	Nominal Capacity (TR)	2
4	Nominal Cooling Capacity in Ton(W) Tolerance	6500-5000W for 2 TR, +/-10 %
5	Material of Condenser & Evaporator	Copper
6	Star Rating	3 Star
7	Unit mounting arrangement (Indoor unit)	Wall mount type
8	Rated voltage	230V, Single Phase,50HzAC
9	Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning – inclusive in the scope of supply	3 meters
10	Indoor Noise Level	38-40 DB
11	Mode	a) Sleep mode b) Turbo mode c) Dry mode
12	Minimum set temperature	18degree Celsius
13	Maximum set temperature	28degree Celsius
14	Remote control inclusive in the scope of supply	Yes
15	Eco-friendly refrigerants	Yes

16	Features	a) Self Diagnosis b) Silent Operation c) Low gas Diagnosis d) Eco saver mode e) 2stage Filtration Advantage f) Remote lock Feature g) Auto Swing h) Anti corrosive coating on EVA (HP Side) i) Instant cooling j) 100% Copper k) Active Dehumidifier l) High Ambient Cooling m) Antibacterial Air filter n) HD filter o) Double drain
17	Installation and commissioning	With Installation and commissioning

The special Terms are as follows:

8.2.1 Supply and Installation

8.2.2 Authorized service/support center should be available at Mangalore.

8.2.3 Data Sheet of the product(s) offered in the bid shall be as per the tender specifications, and shall be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

8.3 Buy back Air conditioning unit with the following configuration

Date of Installation	2TR AC	1.5TR AC	Make	Status
05-08-2004	1 no	--	Voltas	Working
02-6-2012	1 no	--	Voltas	Working
16-10-2008	4 no's	1no	4 no's –Voltas 1 no- Carrier	3 no's Working 2 no's not working
20-09-2005	1no		Blue Star	Working
1-12-2009	1no	--	Voltas	Working
01-03-2013	3 no's	--	Voltas	Working
23-05-2007	--	1no	Voltas	Working
01-03-2013	1 no	--	Voltas	Working

09-12-2010	--	1 no	Voltas	Not Working
09-12-2010 07-02-2013	2 no's	--	1 no-Blue Star 1 no-Voltas	Working Working
20-05-2011	1 no	--	Voltas	Working
19-05-2014	--	2 no's	1 no's-Carrier 1 no- Blue Star	Working
25-02-2014	3 no's	1 no	3 no's-Trane 1 no-Carrier	Working Not Working
11-12-2013	--	2 no's	Voltas	Working
25-11-2010	2 no's	2 no's	2 No' s-Blue Star 2 No's-Voltas	Working
Total	20 no's	10 no's		

Bill of Material

8.4 **BILL OF MATERIAL:** Procurement of Air Conditioner Units & Buyback of Air Conditioner Units as per tender specification.

Name of Work: Supply, Installation, Testing and Commissioning of Wall mounting Split Air Conditioner Units in the Administrative Building, Traffic Building, Wharf, Deputy Chairman Residence and CVO Residence at NMPA			
Sl No.	Description	Qty	Unit
1	<p>Supplying of 1.5 TR (3 Star) wall mounting, Non Inverter type Split Air Conditioner units (Offered Price with Buy back of 10 Nos of 1.5 TR Non Inverter type Split Air Conditioner units)</p> <p>Suitable for operation on A/C supply single phase 50Hz 230V with EER Rotary Compressor with air cooled copper condenser, motor capacitor and start run capacitors, relay and over load protector internal unit, with one indoor and one anti corrosive outdoor unit including standard length of suitable size copper tubing covered with insulation tube, suitable capacity 3 core sheathed/PVC copper cable and a battery operated wireless remote unit etc., as a complete unit.</p> <p>REFRIGERANT: R32 eco- friendly</p>	14	No's
2	<p>Supplying of 2 TR (3 Star) wall mounting, Non Inverter type Split Air Conditioner units (Offered Price with Buy Back of 20 Nos of 2.0 TR Non Inverter type Split Air Conditioner units)</p> <p>Suitable for operation on A/C supply single phase 50Hz 230V with EER Rotary Compressor with air cooled copper condenser, motor capacitor and start run capacitors, relay and over load protector internal unit, with one indoor and one anti corrosive outdoor unit including standard length of suitable size copper tubing covered with insulation tube, suitable capacity 3 core sheathed/PVC copper cable and a battery operated wireless remote unit etc., as a complete unit.</p> <p>REFRIGERANT: R32 eco- friendly</p>	29	No's
3	<p>Supplying of 4KVA Electronic Voltage Stabilizers for the 1.5 Ton Air Conditioner. Working Range: 170V -270V AC, 50Hz. Time Delay: 3Min. ± 20 Secs. ITDS, Capacity: 12 Amps.</p>	11	No's

4	Supplying of 5KVA Electronic Voltage stabilizers for the 2 Ton Air Conditioner. Working Range: 170V -270V AC, 50Hz. Time Delay: 3Min. ± 20Secs. ITDS, Capacity: 15 Amps.	25	No's
5	Supplying and fixing of 3/4" heavy duty PVC drain pipe with required elbows/Tee/bend/ saddles etc as a complete job.	55	Mtrs
6	Supplying and fixing of 3/8" Air Conditioner copper pipe with nitrile rubber insulation.	55	Mtrs
7	Supplying and fixing of 5/8" Air Conditioner copper pipe with nitrile rubber insulation.	55	Mtrs
8	Supplying and drawing 4C X 2.5 Sq mm. flexible Multicore cable manufactured with electrolytic grade flexible copper with low conductor confirming to IS 8130-1984 and PVC insulation sheathed suitable for working voltage up to 1100V as per IS:694:2010	55	Mtrs
9	Supply and fixing of 25A Metal socket set of 2 pole and earth. The entire plug and socket shall be mounted in a thermoplastic/power coated metal box and wired completely.	35	No's
10	Supplying and fixing 25 Amps DP miniature circuit breakers on existing MCB distribution board using necessary fixing materials and 'C' type curve, indicator ON/OFF, energy cross-3 with short circuit breaking capacity of 10K and complete wiring as required confirming to IEC 60898.	25	No's
11	Supplying and fixing 20 Amps DP miniature circuit breakers on existing MCB distribution board using necessary fixing materials and 'C' type curve, indicator ON/OFF, energy cross-3 with short circuit breaking capacity of 10K and complete wiring as required confirming to IEC 60898.	10	No's
12	Supplying and fixing of DP 2way enclosure box flush mounting using with provision for fixing suitable type Capacity MCB's DP with power coated painting.	35	No's

13	Core Cutting	10	No's
14	Supplying and fixing of Outdoor Air Conditioner's MS Wall mounting /Floor mounting brackets with required items as a complete job.	43	Sets
15	Installation, Testing and Commissioning of new split Air Conditioner units using required hardware's as a complete job.	43	No's

Duly signed by Authorized signatory of bidder, with seal.

9 Special Conditions of Contract

9.1 **Bid Evaluation Criteria (BEC):** The bidder should accept the technical specifications and scope given in the tender.

9.1.1 The bidder shall quote the rates in GeM Portal only.

9.1.2 The bidder should quote for all items. Offer for partial items will not be considered for techno commercial evaluation. A confirmation to this effect shall be attached with technical bid.

9.1.3 Techno-Commercially accepted bids will be evaluated on **Overall(Supply-BuyBack) L-1 Basis** i.e., lowest landed cost to NMPA.

9.1.4 The bidder from a country which shares the land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should submit an undertaking to this effect along with the technical bid.

9.2 Rejection Criteria: The bids are liable for rejection in following cases:

9.2.1 Bids received after the due date and time of bid submission shall be summarily rejected.

9.2.2 Bids received without EMD/with Insufficient EMD as on the bid closing date and time shall be summarily rejected. However, 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

9.2.3 Offer sent without having the prescribed bidding document of NMPA, non-adherence to technical / commercial terms & conditions, GeM Terms & Conditions, Unpriced bid and Price bid not in the prescribed format, incomplete bids and bids with deviations to the tendered scope of work shall be liable for rejection.

9.2.3.1 Non-compliance to any of PQC/BEC will be liable for rejection.

9.2.3.2 If technical bid & price bid are submitted together.

9.2.3.3 Bids submitted with falsified/ incorrect information.

9.2.3.4 If Bidder is in Holiday list/Blacklist of New Mangalore Port Authority (NMPA).

9.2.3.5 Consortium Bids shall not be accepted.

9.2.3.6 Offer submitted in any currency other than INR shall be rejected.

9.2.3.7 Any false declaration and non-compliance of Restrictions on procurement from the bidder of a country which shares a land border with India.

9.3 **DELIVERY SCHEDULE:** Supply shall be completed within **Supply and Installation of split Air Conditioner units** from the date of Contract Order.

9.4 PAYMENT TERMS:

- 9.4.1 Total 70 % of payment will be made will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the user department along with following relevant documents.
- 9.4.1.1 Invoice and delivery challan
 - 9.4.1.2 Warranty Certificate
 - 9.4.1.3 Test Certificate
- 9.4.2 Balance 25 % of the total Tax Invoice Value will be released within 20 days on completion of installation,
- 9.4.3 Balance 5 % of the total Tax Invoice Value will be retained as **Security Deposit** and will be released without interest after completion of Guarantee/ Warrantee Period.

Alternatively, Balance (Clause No: 9.4.2 and 9.4.3) 30% Payment will be made against submission of Bank Guarantee for equivalent value towards **Security Deposit** from any Nationalized Bank and en-cashable at Panambur Mangalore. The BG should be valid for a minimum period of **12+3 Months** from the date of "**Supply and Installation of split Air Conditioner units**", with claim period of 3 months thereafter.

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

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

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

GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025

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

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

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

Sign and Seal of the Bidder/ Bidders Authorised representative

Date:

Seal & Sign of the Bidder.

10.4 Verification of local content

GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025

Bidding No & Name of the work	Bidder shall enter, the % of Local content along with location at which the local value addition is made (%)
Supply and Installation of split Air Conditioner units	

10.5 Undertaking on land border

(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

GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025

“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 hereby certify that this bidder or any of our sub-contractors are not from such a country.

OR

“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 hereby certify that this bidder/ our sub-contractor is from such a country. This bidder/sub-contractor is 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. [Evidence of valid registration by the DPIIT shall be attached.]”

(Strike out whichever is not applicable)

Sign and Seal of the Bidder/ Bidders Authorized representative

10.6 NIL Deviation Declaration

(In Company letter head)

GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025

Description of Item: _____

We hereby declare that we have completely read & understood the above bid Document(s) including GeM GTC (General Terms & Conditions), Corrigendum /Addendum (if any), Pre-Bid Meeting Minutes (if any) & Technical Specification/Drawing/Scope etc. given in the tender and Confirm NIL deviation with respect to it and shall comply with all Commercial/technical specifications and scope given in the tender in toto.

Deviation (if any): To be mentioned in the attached format (“Annexure- Deviation Declaration”)

Note:

- (1) This declaration should be signed by the Tenderer's authorized signatory on Company letterhead who is authorized to submit the Bid.
- (2) Seal & Signed copy shall be uploaded in GeM Portal.

Seal & Signature of the Bidder:

Name of above Authorized Signatory:

Contact No. & e-mail id of Authorized Signatory:

DEVIATION STATEMENT

I. GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025 Technical Deviations:

SL. No	Clause No	Description of clause	Deviation taken by the bidder	Justification towards deviation

II. Commercial Deviations:

SL. No	Clause No	Description of clause	Deviation taken by the bidder	Justification towards deviation

Note:

1. Bidder to note this Annexure has been included in the bidding document solely for the convenience of the bidder so as to facilitate them to list out the deviations / exceptions both of technical and commercial nature from / to the bidding document. NMPA will not recognize any deviation(s)/ exception(s) which are not listed in this format.
2. Any Deviations taken or noted elsewhere in the submitted bid will not be considered and NMPA will not be responsible for the same.
3. NMPA reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.
4. In case of "No deviation" Bidder to write 'NIL' & sign.

5. If the above table is left blank (unfilled), it will be construed that the bidder has not taken any deviation to this tender.

Seal & Signature of the Bidder:

Name of above Authorized Signatory:

Contact No. & e-mail id of Authorized Signatory:

10.7 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 ₹.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 and Installation of split Air Conditioner units** [name of contract] under Invitation for Tenders No.----- dated **XX/XX/202X** [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**

10.8 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 and Installation of split Air Conditioner units** 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 ₹./-(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 ₹.. _____ /-(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 ₹.. _____ /-(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 forbear 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 ₹. _____/(Rupees_____).
8. This Guarantee shall valid up to _____.
9. 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 ----/-----/2025.

Dated ----- day of -----2025

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

10.9 Check list.

Check List for GeM Bid No: GEM/2025/B/5849264 Dated 05-02-2025			
NAME & ADDRESS OF THE BIDDER:			
Other Information PHONE No. (OFF): FAX No.: MOB No.: E-MAIL:			
Validity of Offer for Four Months:			
Copy of Pan Card Attached:			
UTR details of payment of EMD/Bidding Cost by RTGS OR Valid NSIC/MSME Certificate			
Copy of GST Registration Attached:			
Sl. No	Documents	Document details	Remarks
A	Minimum Qualification Criteria (MQC)		
1	EMD as per Clause No 6.1	The Bidder is required to pay ₹.48,285.00 as EMD. EMD Clause No: 6.1	
2	The bidder should be a Manufacturer or authorized agent (authorized Dealer/ Channel Partner of a Manufacturer) Supply and Installation of split Air Conditioner units Air condition unit.	<p>1.1. If the bidder is a Manufacturer, then:</p> <p>1.1.1. Valid ISO 9001:2015 certificate should be submitted along with the bid as proof.</p> <p>1.1.1.1. The scope mentioned in the ISO Certificate should contain “Design/Development, manufacture/ production of air treatment/Air conditioning equipment's/ refrigeration equipment's/ air conditioner/ Refrigerators”.</p> <p>1.2. If the bidder is an authorized dealer, then:</p> <p>1.2.1. ISO Certificate of OEM as per 4.2.1 shall be submitted along with the bid</p>	

		1.2.2. Valid authorized dealership certificate shall be submitted along with the bid.	
3	The Bidder should have successfully completed Similar Works Supply and Installation of split Air Conditioner units) during last 7 years ending last day of month previous to the one in which tenders are invited	<ul style="list-style-type: none"> • Three similar completed works, each costing not less than ₹.9.65 Lakhs Incl GST. OR • Two similar completed works, each costing not less than ₹.12.07 Lakhs Incl GST. OR • One similar completed work, costing not less than ₹.19.31 Lakhs Incl GST. 	
4	Documentary proofs in respect of above should be submitted along with the technical bid to prove MQC as per clause 4.3	<ul style="list-style-type: none"> • Completion Certificate issued by Purchaser / End User/Inspection agency. OR • Copy of Invoice and proof of receipt of payment from purchaser. OR • GeM generated CRCA. 	
5	₹. Average Annual Financial Turnover: The Average Annual Financial Turnover during the last 3 years or FY 2021-2022, 2022-23 & 2023-24 should be 30% of estimated cost Supply and Installation of split Air Conditioner units i.e. ₹. 8 Lakhs	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.	
7	The Bidder should have OEM Authorised local Service/ Support center in Mangalore and related following document should be submitted to prove the criteria:	Certificate of Registration under Shop and Establishment act in Mangaluru Municipal Corporation or GST Registration certificate with Mangalore address.	
B	Additional documents required		
8	Additional documents required	a) Technical data compliance. Bidder shall submit	

		<p>compliance/deviation for specifications detailed in section 8 and Product Catalogue/Specification shall be submitted</p> <p>b) Particulars of bidder as per format 10.1</p> <p>c) Bank details of the bidder as per format 10.2</p> <p>d) Under Taking Letter on declaration, indemnification as per format 10.3</p> <p>e) Verification of Local Content as per format 10.4</p> <p>f) Undertaking in letterhead of bidder as per format regarding bidder/subcontractor from a country sharing land border with India. 10.5</p> <p>g) Nil Deviation declaration 10.6</p> <p>h) Check list as per format 10.9</p>	
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