



**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
ESTATE DIVISION**

**TENDER NO : CE/SE(C-II)/EST/TRUCK-PARK-FASTAG/2023-24**

**“APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.”**

**THROUGH E-TENDERING MODE**

Date from which tender document available for download	After 10:00 hrs on 15.02.2024 till 15:00 hrs on 29.02.2024.
Last date and time for the online Tender submission	On or before 15:00 hrs on 29.02.2024.
Date and time of Online Opening of Technical Bid.	After 15:30 hrs on <b>01.03.2024.</b>
Date and Time of Opening of online Price Bid.	To be announced later
e- Tendering Service Provider	Central Public Procurement Portal (CPP)
<b>Portal Helpdesk, Telephone Nos:-</b>	0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

## Tender Document

For  
**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

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**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
ESTATE DIVISION**

**SECTION –I**

**TENDER NOTICE**

**FOR**

**“APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.”**

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- 1 New Mangalore Port Authority (NMPA) is one of the Major Port of India under the Ministry of Ports, Shipping & Waterways, Government of India and located at Panambur, Mangalore. NMPA recently renovated its Truck parking Terminal situated opposite to the Customs House Building (behind MRPL and BPCL retail outlet) by providing Pavement Quality Concrete to the parking area. The Terminal has parking capacity of approximately 180 Trucks/Trailers. NMPA intends to provide a Fastag based parking fee collection system at the truck parking terminal.
- 2 The New Mangalore Port Authority (NMPA) “The Authority” is thus desirous to invite tenders **from authorized Nationalised/Scheduled Banks/Authorised FASTag Service Providers in Single cover system for the work of “Providing FASTag based system for collection of Parking fees including installation and maintenance of equipment (software & hardware) for ten (10) years period in the Truck Parking Terminal, situated opposite to customs house building at New Mangalore Port ”** as per the scope of work stipulated in the Tender document , through e-Tender process.
- 3 The scope of the Service Provider is to install and maintain the Fastag system, including handling of financial transactions as per the guidelines/instructions/approvals provided by NMPA from time to time. The main scope of work is as follows :-
  - i. Supply, Install and maintain **Fastag based parking fee collection system in the Truck Parking Terminal at its two (2) Exit and Two (2) entry Gates.** This includes **Supply, Installation and Maintenance** of FastTag system and setting up an IT infrastructure required for collecting parking charges as per Authorities

- approved Scale of Charges (Appendix B) through **FASTag** based parking fee collection system. This also includes supply and installation of two (2) Boom barriers at each exit and entry gates, so that during the operation of the Terminal at least one (1) Boom barrier at entry/exit gate is always available; in case the other breaks down.
- ii. **Warranty Period:** - The Warranty period for all equipment supplied by the Service provider shall be one (1) year. The Service provider has to ensure rectification of the faulty parts and provide free replacement for the same during the warranty period. One year onsite comprehensive warranty with the statement of availability of spares for at least 10 years from the date of the installation and also give the warranty declaration that everything to be supplied hereunder shall be free from all defects and faults in material, workmanship, transportation hazards, and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specifications. During the warranty period, replacement of any part of equipment's or rectification of defects of works will be free of cost. After the warranty period is over, the maintenance charges, terms and conditions for Annual Maintenance Contract (AMC) up to Ten years should be stated in the Price Bid.
- iii. **Crediting the Parking Fee Collected:-** To collect the Parking/User Fees through the FASTag based system, the Service Provider shall open a non-operative e-remittance account on behalf of New Mangalore Port Authority at any of the Nationalized Bank Branches situated in Mangalore Taluk.
- iv. The Service provider shall maintain and operate this facility, its equipment, software, Service, Security systems etc. necessary for effective and reliable transmission and reception of messages as required by the Authority from time to time.
- v. The Service Provider shall collect the Parking fees/User fees from the Trucks availing the Parking facility on behalf of New Mangalore Port Authority and properly account for such collections on day-to-day basis to the credit of the account of the New Mangalore Port Authority and communicate necessary messages containing the details to the FA & CAO daily at the end of the day.

- vi.** The funds accumulated in New Mangalore Port Authority's account maintained by Bank stated at SI No (ii) above, shall be transferred to Principal bank account of New Mangalore Port Authority with SBI, Port Hospital Complex Panambur vide account no 30087095057 IFSC code SBIN0002249 (T+1 day) (T being event of successful payment of charges) excluding holidays.
- vii.** Any delay in remittance of funds collected to aforesaid Principal bank account of New Mangalore Port Authority beyond One day (excluding holidays) would attract payment of interest at such applicable rate (MCLR+2% ) from the date of realization of the receipts till the date of crediting the amount to the Principal Bank account. The Service Provider shall pay the interest on delayed remittance within 10 days of raising of such demand by the Port Authority.
- viii.** The Service Provider shall not in any way dispute after the collections having been received and a "successful" transaction message is sent from the Service Provider or the BANK to the FA & CAO, New Mangalore Port Authority.
- ix.** After transfer of credit balance from the non-operative e-collection account of the BANK to the Principal Bank account, the Service Provider shall not make any refund/reversal without consent of the New Mangalore Port Authority
- x.** The New Mangalore Port Authority shall as and when found necessary, propose and forward a set of procedures or changes in the procedures for collection of Parking/User Fee to the Service Provider and the Service Provider shall comply with such changes, alterations or modifications forthwith..
- xi.** No charges or commission shall be levied on the New Mangalore Port Authority for collection and transfer of amount.
- xii.** The amount collected in this Bank account shall be the amount due to the New Mangalore Port Authority by the Service Provider and the Service Provider shall provide necessary safety, security and trustworthiness for such amount. The Service Provider shall be responsible for the amount so collected and shall indemnify the New Mangalore Port Authority, for any loss either due to any lapse, negligence or otherwise on the part of the Service provider.

- xiii.** The Service Provider shall provide all information regularly at the end of the day to the New Mangalore Port Authority on "Day to Day" basis through statement of account in such manner as specified by the New **Mangalore Port Authority**, free of cost.
- xiv.** The Service Provider shall carry out all instructions issued by the Designated Officer of the New Mangalore Port Authority from time to time in connection with operation and maintenance of Bank account.
- xv.** The Service Provider shall give at least one month's notice to the New Mangalore Port Authority via a written letter addressed to the Chairperson of the New Mangalore Port Authority, in case the branch of the BANK stated at Sl No (ii) above is proposed to be closed or shifted out from the Port City, in which eventuality, the New Mangalore Port Authority is at liberty to rescind the agreement Suo-motto.
- xvi. Surveillance cameras:-** The service provider Install minimum Six (6) nos, 2 MP Fixed IP surveillance cameras with night vision capability at strategic locations to monitor the parking areas. The technical specification of the Camera shall be as follows

Sl. No.	Description	Remarks
1.	Resolution	1920 X 1080
2.	Day & Night	IR Cut Filter
3.	IR Illuminator	Up to 40 Mtr
4.	Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 180°, rotate: 0° to 360°
5.	FPS	25/30 FPS
6.	Video Compression	H.265/H.264/H.264+/H.265+
7.	Image Settings	Saturation, brightness, contrast, sharpness, AGC, white balance adjustable by client software or web browser.
8.	Basic Events	Motion detection, video tampering alarm, exception
9.	Linkage	Upload to FTP, notify surveillance center, send email

10.	General Function	Anti-flicker, heartbeat, mirror, password protection, privacy mask, watermark, IP address filter
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The Surveillance Cameras shall have provision to record data for minimum 30 days with Network Video Recorder (NVR) or Digital Video Recorder (DVR) to integrate all the cameras.

- i. Integrate the surveillance system with the RFID FASTag infrastructure for enhanced security monitoring and incident detection.
- ii. **Hand held RFID readers** :- The service provider shall provide minimum 2 Nos of hand held RFID readers for emergency use.

4 The FASTag system shall basically cover the following (indicative and non-exhaustive);

- i. Parking Management Systems (PMS)
- ii. Parking Guidance System (PGS)
- iii. Integration with FastTag, RFID, UPI or any other digital wallet system(as per feasibility assessment)
- iv. Automatic Number Plate Reader- Concept & Use cases.
- v. Pay-on-foot Stations
- vi. Manual exit stations
- vii. Automatic Number plate reader integrated with ticketing system
- viii. Lane designed with various user cases
- ix. Data management, BI & analytics
- x. Functionalities of Parking Management Centre/ Central Control & Command Centre
- xi. Promotion & Marketing of Parking Facility
- xii. UI/ UX – Prototype of the app
- xiii. Infrastructural requirements like networking, Civil works, signages

5 The details of the Truck Terminal for which the Supply, Installation and maintenance of equipment (Hardware and Software) contract is to be awarded through Tender process is as follows.

Truck Terminal No	Purpose	Area (Sqm) approx
CHTPT NO-1	<b>Providing FASTag based system for collection of Parking fees including supply, installation and maintenance of equipment (software &amp; hardware) for ten (10) years period in the Truck Parking</b>	12,000 (Capacity of approx. 180 Trucks)

Truck Terminal No	Purpose	Area (Sqm) approx
	<b>Terminal, situated opposite to customs house building at New Mangalore Port</b>	

The Bidder shall please make a thorough note of the following:-

- i. In the provisions available in the e-Portal (ie) in the Price Bid, the prospective Bidders are required to quote/upload their remuneration towards carrying out the aforesaid work.
- ii. The offers/Price Bid uploaded by the Bidder's will be evaluated/calculated by the Authority on the basis of Total remuneration quoted by the Bidder. The offer shall be submitted in the e-portal only as per the format given in the Tender document. **The subject contract work will be awarded to the Technically qualified Lowest Bidder (L1) and will be subject to the approval of New Mangalore Port Authority Board / Competent Authority**

6 The Pertinent information is given in the following table:

i.	Name of Tender	Contract for <b>Providing FASTag based system for collection of Parking fees including Supply , Installation and maintenance of equipment (software &amp; hardware) for ten (10) years period in the Truck Parking Terminal, situated opposite to customs house building at New Mangalore Port.</b>
ii.	Pre-Bid Queries	Prospective Bidders may send queries to the Port through e-mail to up to <b>23.02.2024</b> . The prebid queries shall be referred to the following email IDs i. <a href="mailto:nareshkumar.b@nmpt.gov.in">nareshkumar.b@nmpt.gov.in</a> , ii. <a href="mailto:prahalathan.m@nmpt.gov.in">prahalathan.m@nmpt.gov.in</a> iii. <a href="mailto:shekar.k@nmpt.gov.in">shekar.k@nmpt.gov.in</a> Consolidated reply / clarifications to all the queries received till <b>23.02.2024</b> will be displayed on the NMPA web-site and CPP portal well in advance to the last date of submission of Tenders. No queries will be entertained after <b>23.02.2024</b> .
iii.	<b>Amendment of Bidding Documents:</b> Any modification of the tender documents as a result of any ambiguity shall be made exclusively through the issue of an Addendum. Any	



	addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder	
iv.	Due date for online submission of Offer	<b>On or before 29.02.2024 up to 1500 hrs.</b> Online on Central Procurement Portal of Government of India.
v.	Date of opening of e-offers	<b>On 01.03.2024 after 15:30 hrs</b> at Administration Building, NMPA, Mangalore – 575010.

S/d

**CHIEF ENGINEER (CIVIL)  
NEW MANGALORE PORT AUTHORITY**

**DISCLAIMER**

1. The information contained in this Tender Document (the “Tender”) or subsequently provided to Eligible Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the NEW MANGALORE PORT AUTHORITY (the “NMPA/AUTHORITY”) or any of its employees or advisors, is provided to Eligible Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their application for qualification/proposal pursuant to this Tender.
3. This Tender includes statements, which reflect various assumptions and assessments arrived at by the NMPA/AUTHORITY in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidders should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
4. Information provided in this Tender to the Eligible Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NMPA/AUTHORITY accepts no responsibility for the accuracy or otherwise for any interpretation or opinion

on law expressed herein.

5. The NMPA/AUTHORITY also accepts no liability of any nature whether resulting from negligence or otherwise how so ever caused arising from reliance of any Bidder upon the statements contained in this Tender.
6. The NMPA/AUTHORITY may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
7. The issue of this Tender does not imply that the NMPA/AUTHORITY is bound to select and short-list Applications for Bid Stage or to appoint the selected Bidder or Service Provider, as the case may be, for the Project and the NMPA/AUTHORITY reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NMPA/AUTHORITY or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and the NMPA/AUTHORITY shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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## **SECTION – II**

### **INSTRUCTION TO BIDDERS FOR**

**“APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.”**

#### **1 PROJECT BACK GROUND**

New Mangalore Port is located on the West Coast of India. The Port is a modern all weather port situated at Panambur, Mangalore(Karnataka State in South India), on the West Coast of India, 170 nautical miles South of Mormugao and 191 nautical miles North of Cochin Port.

New Mangalore Port is deep water all weather port and the only major port of Karnataka and ninth major port in India. The major commodities exported through the Port are Iron Ore Concentrates & Pellets, Iron Ore Fines, POL Products, granite stones, containerized cargo, etc. The major imports of the Port are Crude and POL products, LPG, coal, limestone, timber logs, finished fertilizers, Bulk/Break bulk cargo ammonia, phosphoric acid, other Bulk/Break bulk cargo chemicals, containerized cargo, etc. The port facilities provided are to face the growing challenges and emerging needs of the 21<sup>st</sup> century.

The Mangalore Harbour Project started in 1962 and was completed in May 1974. On 1st April 1980, the Port Trust Board was set up under the Major Port Trust Act, 1963. Since then, NMPA has been functioning as the 9th Major Port and has fallen in line with other Major Port Trusts functioning in the country. The National Highway 66 passes just outside the port connecting Cape Comorin to Mumbai. The Port is served by a Broad Gauge Railway line and is well connected with Southern portion of country through Mangalore, Kerala State and Chennai. The nearest Airport, Bajpe (Mangalore Airport) is just 12 kms from the Port. There are daily flights to Mumbai, Bangalore and Chennai.

The port is making all round efforts to increase both cargo and cruise traffic. The Port has plans to improve road and rail connectivity to the port to enhance cargo movement between the hinterland and the coast. Over the years the Port has grown from the humble beginning of handling less than a lakh tonnes of traffic to the present level of

handling 41.42 million tonnes during the last financial year 2022-23. The Port aims to handle 51 million tonnes (MT) of cargo in 2023-24

The major commodities exported through the Port are POL Products, iron ore pellets, containerized cargo, etc.

The major commodities imported through the Port are POL Crude for MRPL, Cement, coal, fertilizer, edible oil, liquid chemicals, containerized cargo etc.

The Port is providing all the facilities for handling the cargo of mega Industries like MRPL-ONGC, OMPL, KIOCL, TOTAL GAZ, MCF, HPCL, IOC, UPCL, etc

Due to the increase in number of Trucks, Tankers and Trailers daily visiting the Port, NMPA has renovated the existing Truck Parking Terminal near Customs House Building, spread over an area of 12,000 Sqm, having a capacity to accommodate approximately 180 to 190 Nos of Trucks/Tankers. The Customs House Truck Parking Terminal (CHTPT NO-1) has been developed to cater to and streamline the movement of Trucks/Trailers/Tankers carrying Oil, Crude oil, POL, LPG, stuffed Containers and other Cargo destined for Export and Import (EXIM Cargo).

## **2 PROJECT SITE DESCRIPTION :-**

**2.1** The renovated Truck Parking Terminal (CHTPT No-1) has PQC pavement, Office Building, Toilet Block, 2 High Mast Light Poles and chain link fencing; with approach on the southern side, leading from NH-66.

## **3 BRIEF DESCRIPTION OF BIDDING PROCESS**

- (a) The Authority has adopted a Single Cover E-Folder Process on e-Tendering portal (collectively referred to as the “Bidding Process”) for selection of the Service provider for award of the work.
- (b) The Bidders are invited to examine the Project in greater detail, and to carryout, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.
- (c) The Contract Period shall be **10 (Ten) years**. **The Authority with the consent of the Service Provider may extend the Contract for further period, as agreed upon, if the performance of the Service Provider is found to be satisfactory.**

The Service Provider has to complete the installation of FASTag based Parking Fee Collection system and the Surveillance Cameras within **Thirty (30) days** from the date of commencement of contract period, as per terms and condition of the Tender document/Contract Agreement.

(d) The Bid uploaded by the eligible Bidders would be evaluated as per the criteria given in the Tender document. Authority may at its own discretion choose to negotiate/ask for financial information and justification including working financial model in MS Excel work sheet.

(e) Any queries or request for additional information concerning this Tender shall be submitted through email to the following email IDs

- i. [nareshkumar.b@nmpt.gov.in](mailto:nareshkumar.b@nmpt.gov.in),
- ii. [prahalathan.m@nmpt.gov.in](mailto:prahalathan.m@nmpt.gov.in)
- iii. [shekar.k@nmpt.gov.in](mailto:shekar.k@nmpt.gov.in)

#### **4 Correspondence**

All correspondence/enquiries shall be addressed to Chief Engineer (Civil), NMPA and the same should be submitted to the following by email only:

Chief Engineer (Civil)- Email Id: [chiefengineer@nmpt.gov.in](mailto:chiefengineer@nmpt.gov.in)

#### **5 ONE BID FOR PROJECT:**

Each bidder shall submit only one bid for the said project.

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be.

#### **6 COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the NMPA/Authority will in no case be responsible and liable for those costs. NMPA/Authority shall not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

#### **7 SITE VISIT AND VERIFICATION OF INFORMATION**

Bidders are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of construction materials, weather data, applicable laws and regulations, and any other matter

considered relevant by them. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender, the “Draft Contract Agreement” or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **8 VALIDITY OF BID**

The Bid submitted shall be valid for a period of 180 days from the Bid Due Date (Bid Validity Period) or extended Bid due date, in case the date of opening of bid is subsequently extended. Authority reserves the right to reject any Bid that does not meet this requirement. Prior to expiry of the original Bid Validity Period, Authority may request the Eligible Bidder(s) to extend the period of validity for a specified additional period. A Bidder may refuse the request. A Bidder agreeing to the request will not be allowed to modify the submitted Bid.

## **9 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

- a.** Authority reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
- b.** Authority reserves the right to invite revised Financial Bids from Eligible Bidder(s) with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c.** The Authority reserves the right to reject any Bid if:
  - i.** At any time, a material misrepresentation is made or uncovered, or
  - ii.** The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- d.** This shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified /rejected. If such disqualification/rejection occurs after the Financial Bids have been

opened and the **Lowest Bidder (L1)** gets disqualified /rejected, then Authority reserves the right to:

- i. Invite the next Lowest (L2) Bidder

OR

- ii. Take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

## **10 AMENDMENT OF TENDER**

- a. At any time prior to the deadline for submission of tenders, the Authority may, for any reason, whatsoever change or modifies the tender documents by amendments. The amendments so carried out shall be published online at NMPA website and CPP Portal. It is the responsibility of the Bidder to regularly visit the site and see, any amendments that are published. The amendment so carried out shall form part of the tender and shall be binding upon the bidders.
- b. The port may at its discretion extend the last date for submission of the tenders to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

## **11 INSTRUCTIONS FOR E-TENDERING**

This is an e-procurement event of NMPA. The e-procurement service provider is the Central Public Procurement Portal. For any assistance the prospective Bidder's may contact the service provider at Telephone Nos, 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

Prospective Bidders are requested to read the terms & conditions of this tender before submitting their online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

- 12** The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Central Public Procurement (CPP) Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Central Public Procurement (CPP) Portal. More information useful for submitting online bids on the Central Public Procurement (CPP) Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### 13 REGISTRATION

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment”; which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Central Public Procurement (CPP) Portal.
- d. The Vendor/Bidder should possess Valid Class II or III digital signature certificate (DSC) should be having both the component in it (signing and encryption). The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC / IDRBT/ MtnlTrustline/SafeScript/TCS. The process involves vendor’s/Bidder’s registration in the e-portal of Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Only after registration and mapping their digital signature with their User ID, the vendor(s)/Bidder(s) can submit his/their bids electronically. Vendors/Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. M/s Central Public Procurement or **the Authority** shall not be responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
- e. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- f. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. The e-token that is registered should be used by the bidder and should not be misused by others. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.



- g. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **14 SYSTEM REQUIREMENT:**

- a. Operating System should be Windows XP Service Pack -3 / Vista / Windows 7. or Higher Version IE Version 9.0 to IE-11.0 Internet browser.
- b. Supported Browsers: IE 9 (32-bit Browser only) & above.
- c. System Access with Administrator Rights.
- d. **Digital Signature Certificate (DSC):** To participate in an e-Tender, Bidders shall have a valid Class II or Class III Digital Signature Certificate (Signing + Encryption) from certifying Authority of India as per the IT Act, 2000.
- e. High Speed Internet Connection with Minimum 512 kbps Speed

#### **Important Note:**

- i. Authority and Central Public Procurement Portal will not entertain any reasons/claims of Bidders on account of internet connection failure/ electric supply failure and any issues during the submission of tender online. Bidder shall be solely responsible for all those facts and failure of internet connectivity, electric supply failure etc.
- ii. As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at the download section of e-Tender/e-Auction Portal and also at the corporate website URL:<https://eprocure.gov.in/eprocure/app>. just below the label of knowledge section.

#### **15 PREPARATION OF BIDS.**

- a. **Language and Currency:** - The Bid and all related correspondence and documents shall be written/Typed in the English language. Supporting documents and printed literature furnished by the Eligible Bidder with the Bid may be in any other language provided that they are accompanied by an appropriate and certified translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
- b. Bidder should take into account any corrigendum published on the tender document before submitting/uploading their bids.
- c. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted/uploaded, the number of documents - including the names and content of each of the document that need to be submitted/uploaded. Any deviations from these may lead to rejection of the bid.
- d. The Bidder is expected to examine the tender documents/Corrigendum or Amendments, if any; including all the conditions, descriptions etc. Failure to furnish the information required in the tender documents or submission of a tender not conforming to the requirement in every respect may render the tender liable for rejection.
- e. **Format and Signing of Bid:** - Eligible Bidder(s) would provide all the information as per this Tender Document and in the specified formats/Annexure. Authority reserves the right to reject any Bid that is not in the specified formats/Annexure.
- f. The details to be filled in as per the proforma (Annexure) of the Tender document shall be either typed or written in indelible ink and shall be signed by the Bidder or person duly authorized to sign on behalf of the Bidder. Such authorization shall be written Power of Attorney. The name and position held by the persons signing the Annexure shall be typed or printed below his signature. The scanned copy of the duly filled in

proforma/Annexure which forms part of the tender document shall be uploaded along with the Bid.

- g. Financial Bid as per the online Bid Format:-** Price bid shall be uploaded online only through **M/s Central Public Procurement Portal, URL:<https://eprocure.gov.in/eprocure/app>**. The Successful bidder has to submit the supporting financial model in MS excel format, if required at the time of negotiation.
- i. The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote Only the total remuneration for carrying out the work.**
- ii. In the Price Bid, the bidder need not enter anything other than the "Bidder's remuneration and name of the Bidder.**

## **16 INSTRUCTION FOR ONLINE SUBMISSION OF BIDS**

- h. Bidder, in advance, should get ready the bid documents to be submitted/uploaded as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- i. Uploading of documents:** 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 requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

There is no limit on the size of the file uploaded at the server end. However, the upload is decided 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 the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

- j. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted/uploaded as a part of every bid, a provision of uploading such standard documents**

(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted /uploaded from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **17 SUBMISSION OF BIDS**

- a. The process involves Electronic Bidding.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. The bidder(s) shall submit their Bid through internet in M/s Central Public Procurement's website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). The bidder(s) have to verify their Digital Signature through provided link “Verify Data Encryption” to ensure the provided DSC supports encryption properly and to avoid last minute surprises.
- e. Bidders are requested to note that they should necessarily quote their Price in the provision available in the e-portal and no other format is acceptable. The format provided in the e-portal has to be opened and to be filled by all the bidders. Bidders are required to make entries in the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online. **If the file/format provided in the e-portal for uploading the Price offer is found to be modified by the bidder, the bid will be rejected.**

- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers
- h. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- j. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- k. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- l. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

- m. The time that is 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.
- n. No deviation to the tender terms & conditions are allowed.
- o. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- p. The Authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the **website URL:<https://eprocure.gov.in/eprocure/app>** of **M/s Central Public Procurement**.
- r. The bid will be evaluated based on the filled-in technical & commercial formats.
- s. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- t. Price should be quoted in only through M/s Central Public Procurement Portal, **URL:<https://eprocure.gov.in/eprocure/app>**. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation. The Bidders should ensure that their tender is uploaded, before the expiry of the specified time limit. No delay on account of any cause will be entertained for the late receipt of tender.

**NOTE: -**

- a. The entire bid can be revised/edited as many times and even withdrawn before last submission date & time.
- b. In all cases, bidder should use their own ID/User name and Password

- along with Digital Signature at the time of submission of their bid.
- c. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
  - d. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - e. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Port will form a binding Agreement between Port and the Bidder for execution of Contract Agreement. Such successful Bidder shall be called hereafter **“Service Provider”**.
  - f. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - g. Authority/NMPA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without any liability and without assigning any reason thereof.
  - h. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any bidder confirms his acceptance of terms & conditions for the tender.

## 18 DEADLINE FOR SUBMISSION OF THE BIDS:

- i) The completed bid shall be uploaded in the electronic form by the date and time mentioned in Tender Notice only through M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).
- ii) The time that is 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.
- iii) The Authority may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- iv) The uploaded Authority's Tender Document will be treated as

authentic tender and if any discrepancy is noticed at any stage between the Authority's tender document and the one submitted/uploaded by the Bidder, the conditions mentioned in the Authority's uploaded document shall prevail. Besides, the Bidder shall be liable for legal action for the lapses.

## 19 LATE BIDS:

The Bidder should ensure that their tender is received online before the deadline prescribed in, **Section-I, Tender Notice**.

## 20 MODIFICATION AND WITHDRAWAL OF BIDS:

- i) Bidders may modify the offers by withdrawing their already frozen bids in online only through M/s Central Public Procurement's e-portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **the Tender document**.
- ii) Bidders may only modify the prices and other required details of their Bids by Re uploading Bid only in accordance with this clause through M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).
- iii) The withdrawn and re uploading of Bid through M/s Central Public Procurement's e-portal, URL: <https://eprocure.gov.in/eprocure/app>. by the bidder after the deadline for submission of bids (ie Bid due date) is not permitted.

## 21 ASSISTANCE TO BIDDERS :

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to Central Public Procurement (CPP) Portal in general may be directed to the 24x7 Central Public Procurement (Central Public Procurement (CPP)) Portal Helpdesk.0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.



- c. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by NMPA as well as by M/s Central Public Procurement (auto generated system alerts from e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with M/s Central Public Procurement (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- d. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- e. System alerts are sent to only those parties who have participated in the above tender before corrigendum is issued. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidder(s) who have downloaded the documents from web site. Please see website URL:<https://eprocure.gov.in/eprocure/app>, of Central Public Procurement Portal. E-tender cannot be accessed after the due date and time mentioned in NIT.

## 22 E-TENDERING PROCESS:

The bidders should upload bids as detailed in the Tender document. The tendering process will be carried out as follows:-

- a. The Bids of all eligible Bidders shall be opened and the “**Total fees quoted by the Bidder**” will be evaluated to determine the Lowest Bid Value.
- b. If Port is satisfied with the bid amount of the lowest bidder (L1) and subject to compliance of other conditions of the tender the tender will be awarded to the Lowest (L1) bidder.
- c. In case the number of participants in the tendering process is only one, then the Authority reserves the right to open the Bid of the Single eligible Bidder online.

**23** Joint Venture (Not Applicable).

**24 Bid Opening –**

**24.1** The Bids received from all eligible Bidders will be opened on online on the bid due date. After the opening the Bids, the price offered by the prospective Bidders shall be evaluated to determine the Lowest Bid Value.

**25 CLARIFICATION OF BIDS:**

To assist in the examination and comparison of Bids, the Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Authority on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he should do so in writing.

Any effort by the Bidder to influence the Authority's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

**26 Examination of Bids and Determination of Responsiveness:**

**Evaluation process:** Proposal shall be considered responsive if –

- I.
  - a. It is received by the scheduled Due Date and Time.
  - b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. It contains information in formats specified in the Tender Document.
  - e. It mentions the validity period as set out in the document.
  - f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
  - g. There are no significant inconsistencies between the proposal and the supporting documents.
  - h. The Technical qualification conforms to as specified in the qualification

criteria.

II.

- a. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- b. **The Port Authority** reserves the right to reject any tender which in its opinion is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **Port Authority** in respect of such Tenders.
- c. **The Port Authority** would have the right to review the uploaded Bid and seek clarifications wherever necessary.
- d. Since the tenders are invited from the short listed parties, the Chief Engineer (Civil) or his authorized representative may examine and seek clarification from the Bidders.
- e. The cost of stamping Agreement must be borne by the successful Bidder
- f. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through the Central Public Procurement e-portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) prior to closing time and date of the tenders will be taken as valid.

**27 CORRECTION OF ERRORS: (Price Offer)**

Not Applicable for Online Tenders

**28 ALTERATION OF TENDER DOCUMENTS:**

No alteration shall be made in the tender documents and the Bidder shall comply strictly with the terms and conditions of the tender document. The Authority may however ask any Bidder for clarifications of his tender if required. Nevertheless, no Bidder will be permitted to alter his tender price after opening of the tender.

**29 ALTERNATIVE CONDITIONS AND PROPOSAL:**

The Bidder shall note that alternative or qualifying tender conditions, or alternative proposal for whole or part will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection

### **30 AWARD OF CONTRACT TO L1 BIDDER:**

The subject contract work will be awarded to the Lowest Bidder (L1) and will be subject to the approval of New Mangalore Port Authority Board / Competent Authority. The award of Tender will be subject to the terms & Conditions of the Tender document and as per guidelines issued by the Ministry of Ports, Shipping and Waterways, Government of India, from time to time.

### **31 NOTIFICATION OF AWARD:**

Prior to the expiration of the prescribed period of tender validity or such extended period, the Authority (NMPA) will notify the **successful Bidder**, by cable, email or telex, fax confirming in writing by registered letter that his/their tender has been accepted. Issue of Letter of Acceptance (LOA) does not constitute the formation of contract; the Bidder has to fulfill all the requirements as stipulated in the "Form of tender" of the tender document. The Authority will promptly notify the unsuccessful Bidders that their e-tenders have been unsuccessful.

- i) The Letter of Acceptance (LOA) (hereinafter and in the Conditions of Contract called the "Letter of Intent") will state the sum that the Authority will pay the "Service Provider" in consideration of the execution, of work as prescribed by the conditions and covenants of the Tender document.
- ii) **The Contract period shall commence from the 15 (Fifteenth) day after the date of issue of Letter of Acceptance (LOA).**
- iii) **Within thirty (30) days from the date of commencement of the Contract Period, the "Service Provider" shall complete setting up of FASTag based parking fee collection system, Boom barriers at entry and exit gates, FASTag based parking fee collection system, Surveillance cameras etc.**
- iv) The Contract Agreement will also incorporate all correspondence exchanged between the Authority and the successful bidder. Within **60 days** from the date of issue of **Letter of Acceptance (LOA)**, the successful bidder shall sign the Contract Agreement (TO BE EXECUTED IN ORIGINAL

AND IN DUPLICATE) with the Authority. The “Service Provider” shall make **3 copies** of the Contract Agreement and submit the original Contract Agreement along with its **3 copies** to the Authority within **7 days following the date of signing of Contract Agreement.**

- v) All costs, charges and expenses in connection with execution as well as preparations and completion of Contract Agreement shall be borne by the successful Bidder.

### **32 DISPUTE RESOLUTION**

All disputes, differences of whatsoever nature howsoever arising under or out of or in relation to this Contract between the parties and so notified in writing by either party to the other party (“Dispute”) shall, in the first instance be attempted to be resolved amicably.

Failing the amicable settlement, either Party may require such dispute to be referred to Conciliation and Settlement Committee (CSC) as per the Conciliation and Settlement Guidelines dated 24.09.2021 provided by IPA vide letter No IPA/Legal/Con.Committee/2020 or any amendment made thereof.

If through such Conciliation the dispute is not settled either Party may refer the dispute to a Sole Arbitrator to be appointed mutually by both the Parties in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall give a reasoned award and the decision of the arbitrator/arbitrator tribunal shall be final and binding on both the parties. The Arbitration proceeding will be held in Mangalore and the court of Jurisdiction shall be the, Dakshina Kannada District, Mangalore. This Contract agreement shall be governed by Laws of India as amended from time to time

### **33 FRAUD AND CORRUPT PRACTICES:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an

event, the Authority shall, without prejudice to its any other rights or remedies, initiate punitive action, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**(a) "Corrupt practice" means**

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

**(b) "Fraudulent practice" means** a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means
- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 34** The Authority reserves the right to accept or reject or cancel the tender at any stage without assigning any reason and without any liability or, any obligation for such acceptance, rejection or annulment.

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## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **FOR**

#### **“APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

1. In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
  - a) **“Board”** - The Board of New Mangalore Port Authority constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021.
  - b) **“Employer/Authority/NMPA”** means the Board of New Mangalore Port Authority acting through its **Chairperson, Deputy Chairperson**, Chief Engineer (Civil), Dy. Chief Engineer (Civil) or any other officer nominated by the Board.
  - a) **“TENDER / BID”** means the Bidder’s priced offer to the Employer/Authority for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Award letter.
  - b) **“BIDDER/S”** means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.
  - c) **“CONTRACTOR / SERVICE PROVIDER”** means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
  - d) **“Letter of Acceptance”, “Award letter”** refers to the letter communicating the formal acceptance of the bid by the Employer/Authority.
  - e) **“AWARD PRICE”** means the sum named in the Bid/proposal submitted by the Successful Bidder with any modification there of or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.



- f) **“Officer-in-charge / Employer/Authority’s representative”** means the **Superintending Engineer (C-II)** or an officer appointed by the Employer/Authority in writing who shall direct, supervise and perform the duties set forth in the **Scope of assignment** hereof and be in-charge of the works.
- g) **“Operation and Management/Services”** means the services to be provided by the Service Provider as detailed in this bid document.

## 2. COMMENCEMENT OF CONTRACT

This Contract shall come into force and effect **on the 15th (Fifteenth) day** from the date of letter of Acceptance. This notice shall constitute agreement between Employer/Authority and the “Service Provider” till formal agreement has been signed. The successful bidder/Service Provider shall commence the work within **15 (Fifteen) days** from the date of Letter of Acceptance (LoA) and carry out the same expeditiously at whatever point or points and in such portion as Employer/Authority may direct.

## 3. EXPIRATION OF CONTRACT

- 3.1 The Service Provider has to complete the installation of FASTag based Parking Fee Collection system and the Surveillance Cameras within **Thirty (30) days** from the date of commencement of contract period, as per terms and condition of the Tender document/Contract Agreement.
- 3.2 After completion of installation process, unless terminated earlier hereof, this Contract covering the maintenance of equipment’s (Hardware and Software) shall expire after completion of 10 (Ten) years from the date of commencement of Contract. **However, the Authority with the consent of the Service Provider may extend the Contract for further period, in spells of 6 months each, if the performance of the Service Provider is found to be satisfactory.**

## 4. CREDITING PARKING FEES & PAYMENT OF REMUNERATION FEES:

- i. The FASTag system shall collect user fees/Parking Fees from the users, based on the approved **“Scale of Charges”** of the Authority and directly

transfer the amount to Authority's account.

#### 5. CARE AND DILIGENCE

The bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer/Authority for the proper, efficient and effective execution of their duties.

#### 6. TAXES AND DUTIES

The "Service Provider" shall pay all taxes (**Except Goods & Service Tax**), levy, duty which they may be liable to pay to the Government of Karnataka and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of the work. The "Service Provider" shall further be liable to pay such increase in the taxes, levy, duty etc. under the existing law or which may become payable as a result of introduction of any law. Increase in taxes, levy, duty, etc. and imposition of new taxes, levy, duty, etc. shall not be ground or an excuse for claiming any escalation on the **remuneration fee** by the Service Provider. The "Service Provider" is deemed to have included/ considered all taxes to be paid by them to the Government, while quoting the proposal; **except Goods & Service Tax** at applicable rates over the remuneration fee, which shall be paid by the Authority to the Service Provider along with the remuneration.

#### 7. LETTER OF ACCEPTANCE (LOA):

The **successful Bidder/Service Provider** shall be issued with Letter of Acceptance (LOA) enclosing the CHTPT NO-1 drawing, accepted remuneration fees and other conditions if any.

#### 8. STATUTORY CLEARANCES:

The Authority will only issue Letter of Acceptance (LOA) in the name of the Successful Bidder/Service Provider and the Successful Bidder shall have to obtain all statutory clearance for installing the facility from the statutory Authorities and other statutory clearances from various departments as required under the various Acts being in force at their own cost as the case may be. The "Service Provider" shall follow all safety norms as may be prescribed by the competent authorities including NMPA from time to time.

**9. EXECUTION PLAN:**

- a) The Service Provider shall submit to the Authority within 7 days from the date of issue of Letter of Intent (LOA), a detailed programme of commencement of development works to be undertaken for providing facilities required for commissioning the Truck Parking Terminal, completion/commissioning of project etc.
- b) The Service Provider is not permitted to carry out any permanent constructions. However if the same is very essential, then before commencement of any construction work, the Service Provider has to obtain necessary approvals from the Authority. The Service Provider shall submit at his own cost all approvals as per the tender conditions and applicable statutory authorities' clearances as per the various acts being in force. The Authority shall not be responsible for any loss/damages etc. occurring if permission or approval of the concerned authorities is not granted or any delay in obtaining the same. The Service Provider shall follow all safety norms as may be prescribed by the competent authorities including The Authority from time to time.
- c) The construction work installation should be in accordance with the plan so approved by the Authority.

**10. FORCE MAJEURE:**

10.1 Force Majeure Event shall mean any Events or circumstance or a combination of events and circumstances set out hereunder, which materially and adversely affect the "Service Provider" or the Authority claiming Force Majeure ("Affected Party") from performing its obligations in whole or in part under the Contract and which is/are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by the exercise of reasonable skill and care and which (or the consequence of which) materially and adversely affects the performance by the Affected Party, of its obligations under the Contract in whole or in part:

- a) Acts of God or events, such as storm, cyclone, earth-quake hurricane, flood, landslide, volcanic eruption or fire (to the extent originating from a source external to the Project) affecting the construction or operation of the Project/Project Facilities and Services.

- b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- c) Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- d) Epidemic, famine.

10.2 If an event of Force majeure occurs, the Party affected by others inability to perform may opt (a) to terminate the agreement or (b) to suspend the agreement in whole or part for the duration of Force majeure circumstances. The Party experiencing the Force majeure circumstances and failing to perform shall cooperate with and assist the affected Party on all reasonable manners to minimize the impact of force majeure on the affected Party which may include locating and arranging substitute service or extending the due date of performance.

- i. No compensation shall be payable for termination or suspension on account of Force majeure during mutually agreed period of Force majeure.

### **10.3 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has not taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **10.4 Measures to be Taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove as such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **10.5 Extension of Time in case of Force Majeure.**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **11. POWER CONNECTION:& WATER SUPPLY:**

The Authority will not be responsible to provide Power and Water to the Service Provider. However if Water and electrical power is available with the Authority and if it is feasible to supply the same to the Worksite/Truck Parking Terminal, the Authority may supply the same to the work Premises/Truck Parking Terminal on payment basis as per the rate notified in the tariff of the Authority from time to time. The Service Provider shall install duly tested electricity/water meter to monitor the consumption of water and electricity. The Authority shall be raising the bills for water and electricity consumed by the Service Provider. The bills must be paid within 15 (Fifteen) days from the date of its issue.

However on non-availability of Power and water with the Authority or if it is not feasible to supply the same to the Work site/Truck Parking Terminal, the Service Provider will have to make their own arrangement for the same either directly from MESCOM and / or other appropriate Authority respectively or through MCC or arrange from other sources.

#### **12. INDEMNITY:**

Notwithstanding that all reasonable and proper precautions have to be taken by the "Service Provider" at all times during operation and during the Contract period, the "Service Provider" shall indemnify and keep indemnified the Authority against all losses and /or damages suffered by the Authority arising out of the Contract either to the works or any other property belonging to the Authority or other works or to the lives, persons or properties of the others arising directly or indirectly as a result of any acts or omission or failure or negligence or neglect or default on the part of the "Service Provider" or any sub-contractor/s, his/their servants, agents or workmen. The "Service Provider" shall indemnify and keep Authority

harmless against all claims throughout the Contract Period.

**13. INSURANCE:**

The “Service Provider” shall, as soon as any equipment/structures are erected on the Truck Parking Terminal, insure and keep insured the same in the name of Port Authority against damage by fire, tempest, hurricane or otherwise and on request produce to the Authority a policy or policies of insurance and receipts for the payment of the last payment and shall forthwith apply all money received by virtue of such insurance in rebuilding or reinstating the structures in case of any such damage.

**14. RECOVERY OF ANY SUM DUE TO THE AUTHORITY:**

Where any sum payable to the Authority by the “Service Provider” under the Contract, is not paid, the Authority shall be entitled to recover such sum by punitive methods, which may also include stoppage of operational facilities of the “Service Provider” by the NEW MANGALORE PORT AUTHORITY, disconnecting electricity/water supply by informing appropriate authorities.

15. The fee to be levied and collected, **using Fastag based parking fee collection system**, in respect of the Truck parked at the terminal is furnished in **Appendix ‘B’**.

16. The Maintenance engineer of the “Service Provider” should be available at the Truck Parking Terminal within 3 hrs from the lodge of complaint or such period as may be specified from time to time by any authorized official of the Authority; to rectify the fault.

**17. DEFAULT:**

The following shall constitute the event of default by the “Service Provider”:-

- i. If the Service Provider does not supply and complete the installation of Fastag system and surveillance cameras to commission the CHTPT NO-1 within **thirty (30) days** from the date of commencement of contract period.
- ii. if at any time any payments, assignments, charges, lien or damage (Parking fees, Electricity , Water charges etc) herein specified to be paid by the “Service Provider” to the Authority shall remain in arrears and

unpaid for a period of 14 days.

- iii. if “Service Provider” is adjudicated to be as bankrupt or become insolvent; or
- iv. if the “Service Provider” assign or sublet the work or any portion thereof.
- v. Change in control of the “Service Provider” arising from sale, assignment, transfer or other disposition of capital stock in the “Service Provider”.
- vi. If the “Service Provider” causes damages to the port property and fails to rectify the same within reasonable time.

In the event of default, the “Service Provider” shall be informed in writing by the Authority of any alleged violation giving the “Service Provider” a period of 15 days from the date of such written communication to clarify, explain or commence to rectify such alleged default. Thereafter, the Authority may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the Contract.

Upon termination of Contract on ground of default by the “Service Provider”, the Authority shall have right to enter upon the Truck Parking Terminal and to take the possession thereof and bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination. The “Service Provider”, however will be allowed reasonable time to remove all goods from the premises.

## **18. SUSPENSION OF THE CONTRACT**

If any of the following events shall have happened and be continuing, then Authority may, by written notice to the “Service Provider”, suspend the contract in whole or in part.

- a) A default shall have occurred on the part of the “Service Provider” in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of “Force Majeure” to successfully carry out the Operations or to accomplish the purpose of the contract.

## **19. TERMINATION OF CONTRACT**

### **19.1 TERMINATION OF CONTRACT BY NMPA/AUTHORITY/EMPLOYER**

(a) The Authority awards the contract to the “Service Provider” upon the conditions that the “Service Provider” shall perform each and every term and condition set-forth in the terms and conditions of the Contract Agreement/Tender document. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the “Service Provider” in complying with all or any of the conditions of the Contract, the Authority will be entitled and be at liberty to terminate the Contract. In case of violation of any of such conditions by the “Service Provider”, NMPA shall after giving **15 days’** notice may terminate the Contract.

(b) Default of “Service Provider” as defined **at Clause 17** above.

## **19.2 TERMINATION OF CONTRACT BY THE “SERVICE PROVIDER”**

The Service Provider shall be entitled to terminate the work as a whole before the expiration of the said Contract Period, provided the Service Provider shall give **Three (3) months’** notice or pay previous **Three (3) month’s quoted maintenance fee** in lieu thereof. In cases where the Contract is terminated at the instance of the Authority, the “Service Provider” shall not be liable to give notice or previous **Three (3) month’s quoted maintenance fee** in lieu thereof as stated above.

## **19.3 PENALTIES ON BREACH OF CONTRACT CONDITIONS**

### **Liquidated Damages:-**

In case of Breach or non-performance of contract by the Service Provider resulting in loss and damages to the Authority, the Authority shall be compensated for the Loss as per Section 73 of the Contract Act, 1972.

In case of default of Contract condition as stated under **Clause 17** above, which has been subsequently rectified by the Service Provider or Service Provider has submitted an undertaking to rectify the same within a reasonable time from its occurrence, the Authority shall be compensated for the Loss on account of the said default as follows :-

- a.** If the installation of FASTag System and Surveillance Camera is not completed within **thirty (30) days** from the scheduled contract commencement date (Contract commencement date is 15 days from date



of LOA); the contract will be terminated. However, in exceptional cases where the Authority is satisfied that the delay can be condoned, the Service Provider may be granted extension of time period, subject to payment of penalty at the rate of Rs 1,000/- per day for the extended period.

- b. The aforesaid Penalty charges shall be levied with GST at applicable rates.

20. **EXTENSION ON EXPIRY OF CONTRACT:**

The Contract period shall be for a period of **10 (Ten) years** and the contract shall not be renewed automatically on expiry of the said contract period. However, **the Authority with the consent of the Service Provider may extend the Contract for further period, in spells of 6 months each, if the performance of the Service Provider is found to be satisfactory.**

In the event of the Authority not extending the contract period at the end of **10 (Ten) years** period the “Service Provider” shall not be entitled for any compensation of whatsoever nature from the Authority for the expenses incurred in respect of the installation of said facilities of any kind of whatsoever nature.

21. Any money recoverable from the Service Provider either under this Contract or any other Contract can be recovered from any money refundable to the Service Provider under this Contract or any other Contract.

22. **DISPUTE BETWEEN “SERVICE PROVIDER” AND THE AUTHORITY:**

In case of any dispute between “Service Provider” and The Authority all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved disputes between the “Service Provider” and The Authority shall be referred to Arbitrator / Arbitrators appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator/Arbitrators shall give a reasoned award and the decision of the arbitrator/arbitration shall be final and binding on both the parties. The Arbitration proceeding will be held in Mangalore. The Contract agreement shall be governed by Laws of India and court of Jurisdiction shall be the District Court , Dakshina Kannada District, Mangalore

## **SECTION-IV**

## **ANNEXURES**

Annexure-1

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341, Telefax: 0824-2407149**

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

**SECTION-IV**

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
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 beneficiary	Telephone: Mobile : Fax :
8	Photostat copy of a Cheque	

**(Name and Signature of the Authorised Signatory)**

**Note:**

- *\*The Bidder shall fill in the aforesaid for payment of remuneration through e-payment mode.*

**APPENDIX - A**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**Panambur, Mangalore-575010**  
**Tele 0824-2407341,Telefax: 0824-2407149**

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

**FORM OF AGREEMENT (DRAFT)**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 BETWEEN NEW MANGALORE PORT AUTHORITY (hereinafter called "the Authority") of the one part and .....(hereinafter called "the Service Provider") of the other part WHEREAS the Authority is desirous that certain works should be executed by the Contractor, Viz – **“Providing FASTag based system for collection of Parking Fees including installation and maintenance of equipment (software & hardware) for ten (10) years period in the Truck Parking Terminal, situated opposite to Customs House building at New Mangalore Port”** and has accepted a Tender by the Service Provider for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs .....

NOW THIS AGREEMENT WITNESSETH as follows :

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-
  - a) The Letter of Acceptance ;
  - b) The Said Tender ;
  - c) The Conditions of Contract
  - d) The Specifications;

- e) The Drawings;
  - f) The Bill of Quantities and
  - g) The Addenda
  - h) Letters exchanged between the Authority and the Service Provider upto the issue of Letter of Acceptance and Notice to commence the work, as separately listed and annexed here to.
3. In consideration of the payments to be made by the Authority to the Service Provider as hereinafter mentioned the Service Provider hereby covenants with the Authority to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.
4. The Authority hereby covenants to pay the Service Provider in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws. This document contains ..... pages in all. This agreement is assigned No.CEA...../2023-24.

Signed and delivered by (on behalf of Service Provider)	Signed and delivered by (on behalf of Authority)
	Chief Engineer(Civil) Civil Engineering Department, NEW MANGALORE PORT AUTHORITY, Panambur, Mangalore-575010
Sign	Sign
Seal	Seal
In the presence of:	In the presence of:
1.	1.
2	2

**APPENDIX- `B`**

**CIVIL ENGINEERING DEPARTMENT**  
**NEW MANGALORE PORT AUTHORITY**

**Panambur, Mangalore-575010**

**Tele 0824-2407341, Telefax: 0824-2407149**

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

**AUTHORITIES SCALE OF USER CHARGES/PARKING FEES TO BE COLLECTED**  
**FROM USERS USING FASTAG BASED PARKING FEE COLLECTION SYSTEM**

SI No	Type of Vehicle	Scale of Charges (Rs)		
		upto 12 hours	beyond 12 hrs upto 24 hrs	beyond 24 hrs upto 5 days
1	Trucks/Tankers/lorries	INR 100 plus GST @ 18%	INR 200 plus GST @ 18%	The said rate would be applicable in slots of 12 hrs plus GST @ 18%
2	Trucks with Trailers	INR 150 plus GST @ 18%	INR 300 plus GST @ 18%	The said rate would be applicable in slots of 12 hrs plus GST @ 18%
3	Small time users any type of vehicle	INR 20 for first 2hrs and Rs 15 for every additional hr and Part thereof		

**Note:-**

- i. The rate would be same for empty and loaded vehicle.
- ii. After first 5 days the rates would be escalated at 50% of the previous day's rate.

**Illustration:** - The Parking charges for every 12 hrs and for beyond 5 days, in case of Trucks /Tankers/Lorries, is explained as follows:-

Day No	Period in Hrs	Parking Charges in (Rs)	GST in (Rs) @ 18%	Total Parking Feee (Rs)
1	0 Hr to 12 Hrs	100	18	118
	12 hrs to 24 hrs	200	36	236
2	24 hrs to 36 hrs	300	54	354
	36 hrs to 48 hrs	400	72	472
3	48 hrs to 60 hrs	500	90	590
	60 hrs to 72 hrs	600	108	708
4	72 hrs to 84 hrs	700	126	826
	84 hrs to 96 hrs	800	144	944
5	96 hrs to 108 hrs	900	162	1062
	108 hrs to 120 hrs	1000	180	1180
After first 5 days the rates would be escalated at 50% of the previous day's rate				
6	120 hrs to 132 hrs	1500	270	1770
	132 hrs to 144 hrs			
7	144 hrs to 156 hrs	2250	405	2655
	150 hrs to 168 hrs			
8	The procedure explained for deriving 6th day and 7th day Parking charges will continue for subsequent days			

**Note:- The Fee shall be escalated by 10% after two years. The increase shall take effect from the first day of April of such year of increase.**

**(Name and Signature of the Authorised Signatory)**

*APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT New Mangalore Port.*

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**“PRICE BID”  
(ONLY A REPRESENTATIVE FORMAT. )**



*APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT New Mangalore Port.*

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## **FORM OF TENDER**

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT NEW MANGALORE PORT.**

**THE PROFORMA FOR SUBMISSION OF OFFER i.e. MONTHLY REMUNERATION FEE**

**PRICE BID**

Sl no	item description	Bidder's offer	Bidder's offer
		(in Fig)	(in Words)
1	2	3	4
1.	Total Lumpsum fee for Supply, providing and installation of FASTag based Parking fee collection system, Boom Barriers, Surveillance Cameras etc at site with 1 year warranty period for each item along with respective Software's and its updates as per the scope of work stipulated in the Tender document.	To be entered directly in the provision available in e-portal	Will be automatically converted by the e-Portal
2.	Yearly, Annual Maintenance Contract (AMC) Charges after expiry of first year Warranty period.		
3.	Total		
The rate quoted shall be exclusive of GST. GST shall be paid by the Authority to the Service provider as per applicable rates.			

Note:

The bidders are requested to note the following for clarification on the financial bid;

- I. The Maintenance of installed equipment (Hardware and Software), is the part of the rate quoted by the party for AMC. Nothing extra will be payable on this account. No spares, material, items required for rectification of the defect will be provided by NMPA.
- II. Not visiting the site within 3 Hrs. of lodging the complaint for any fault, then penalty shall be levied @ Rs 500/- per hr of delay.

Date:

Place:

(Signature with seal )  
(Bidder's full name)

APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING FASTAG BASED PARKING FEES COLLECTION SYSTEM, INCLUDING SUPPLY, INSTALLATION AND MAINTENANCE OF EQUIPMENT (SOFTWARE & HARDWARE) FOR TEN (10) YEARS PERIOD IN THE TRUCK PARKING TERMINAL, (CUSTOMS HOUSE) AT New Mangalore Port.

### LOCATION DRAWING

