



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

TENDER NO : CE/SE(C-II)/EST/TRKPAK-OPT/2024-25

“E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM”

THROUGH E-TENDERING MODE

Date from which tender document available for download	After 10:00 hrs on 27.04.2024 till 15:00 hrs on 20.05.2024.
Last date and time for the online Tender submission	On or before 15:00 hrs on 20.05.2024.
Date and time of Online Opening of Technical Bid.	After 15:30 hrs on 21.05.2024.
Date and Time of Opening of online Price Bid.	To be announced later
Cost of Tender document	Rs 560/- (incl 12% GST)
Earnest Money Deposit (EMD)	Rs 48,000
e- Tendering Service Provider	Central Public Procurement Portal (CPP)
Portal Helpdesk, Telephone Nos:-	0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

Tender Document

**For
E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF
RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS
HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED
FASTAG BASED PARKING FEE COLLECTION SYSTEM**

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

SECTION -I

TENDER NOTICE

FOR

“E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM”

- 1 New Mangalore Port Authority has renovated the 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 parking area measures 12,000 Sqm. The Truck Parking Terminal, which has been secured with R.C.C. poles and chain link fencing has approach from NH-66. Further, storm water drain is also provided along the periphery of the terminal.

Further, the Authority has also appointed the Service Provider to supply, install and maintain the FASTag system for a period of 10 years to collect the Parking Fee/User Charges. To collect the Parking Fee/User charges, the Truck Parking Terminal is equipped with following electronic gadgets :-

- i. FASTag ID Readers- 4 Nos
 - ii. Boom Barriers- 4 Nos
 - iii. LED Displays at Lanes- 4 Nos
 - iv. ANPR Cameras at Lanes- 4 Nos
 - v. Hand Held RFID Readers- 2 Nos
 - vi. Internet Connectivity- to be provided as required
 - vii. Network Switches- As required
 - viii. Signage & Marketing Boards- As required
 - ix. 6 Nos of CCTV Camera with NVR & Storage- 1 Nos
 - x. Any other items- As required.
- 2 The New Mangalore Port Authority (NMPA) “The Authority” is thus desirous to invite tenders **from the eligible Bidders meeting the minimum eligibility**

criteria as stipulated in the Tender document in two cover system for the work of “Operation, Management and Maintenance of renovated Truck Parking Terminal, situated opposite to the Customs House building at New Mangalore Port” as per the scope of work stipulated in the Tender document for the period of 10 (Ten) years, through e-Tender process.

- 3 The Operator shall operate the **installed FASTag based parking fee collection system to** collect User Fee/Parking Fee from users. **In this regard,** the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users.

The Operator is permitted to provide following Value added services, on minimum extent of Truck Parking Terminal area, as stated below :-

Sl No	Name of the Value added Service	Maximum permissible Area (Sqm)
1	Canteen/Cafeteria, Tea Stall	50
2	Minor repair cum Tyre Puncture shops	20
3	Petty shop	10

The Operator shall levy and collect fees, charges for the aforesaid Value Added Services that would be provided by the Operator in the Truck Parking Terminal.

Port has intended to invite e-tenders in two cover system **from the eligible Bidders** through e-Tender process. The Bidder shall submit the Bid by submitting the EMD as stated at clause No 7 of the Tender Notice. The details of the Truck Terminal for which the Operation and maintenance contract is to be awarded through Tender process is as follows.

Truck Terminal No	Purpose	Area (Sqm) approx
CHTPT NO-1	Operation, Management and Maintenance of Truck Parking Terminal for a period of 10 years by using already installed Fastag based parking fee collection system.	12,000

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

- i. To collect User Fee/Parking Fee from users, the Operator shall

operate the installed **FASTag based parking fee collection system.** **In this regard,** the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users **The Parking fee/user fee collected through the FASTag System,** will be automatically credited to the non-operative e-remittance account maintained by the FASTag System Service Provider on behalf of New Mangalore Port Authority. **The monthly Bank account statement of the e-remittance account, which would depict the day to day User Fee/Parking Fee collected, shall be provided to the Operator by the Authority.**

- ii. In the provisions available in the e-Portal (ie) in the Price Bid, the prospective Bidders are required to quote/upload their monthly remuneration towards carrying out the work of Operation, Maintenance and Management of the Truck Parking Terminal CHTPT No-1. The monthly remuneration shall be quoted in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users.

For ex:- If the Total monthly User Fee/Parking fee collected in the month of January is Rs 10,00,000 and the Operator's monthly remuneration quoted in terms of percentage of the Total monthly User Fee/Parking Fee is 5%, then as per the above condition the Monthly remuneration payable to the Operator for having carried out the Operation, Management and Maintenance of CHTPT No-1 work during the month of January would be 5% of Rs 10,00,000. (ie) Rs 50,000/-. The monthly remuneration of Rs 50,000/- plus applicable GST will be credited to the Operator's Bank account through RTGS/NEFT within 15 working days from the date of submission of Bill in full shape by the operator to the Authority .

- iii. **Further, for refurbishment of the Revenue components, the Operator is also permitted to provide the Value added Services as stated under Section-I, Clause 3 above and** shall be permitted to fix and collect the charges for Value added Service as per his pricing strategy. The amount collected in respect of the said Value added Services shall not be remitted to Authority.

4 SELECTION OF OPERATOR

- i. The Bidders will be qualified as per the Eligibility and qualification requirement mentioned under **Clause 5 –Section-I**, Tender Notice and Examination of Bids and determination of responsiveness under **Clause 43 –Section II** of the Tender document.
- ii. Price Bids of only the technically qualified Bidders shall be opened online. The offers/Price Bid uploaded by the Bidder's will be evaluated/ calculated by the Authority on the basis of monthly remuneration quoted by the Bidder in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in particular month. The offer shall be submitted in the e-portal only as per the format shown at "Form of Tender". The "Form of Tender" shall be kept blank while uploading the Tender document under Envelop-I. Any indication of 'Quoted price' in the online technical bid documents shall lead to outright rejection of the bid.
- iii. The "Operator" for carrying out the **work** of operation, management and maintenance of the Truck Parking Terminal "CHTPT No-1" will be appointed based on **the monthly remuneration quoted in the Price Bid by the Technically qualified Bidder in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in particular month.**
- iv. The subject contract work will be awarded through Letter of Intent (LOI) to the Technically qualified Lowest Bidder (L1) and will be subject to the approval of New Mangalore Port Authority Board / Competent Authority
- v. In case the successful Bidder fails to submit the acceptance to the Letter of Intent (LOI) issued by the Port or fails to remit the Performance Guarantee within the prescribed time limit, the Letter of Intent shall be withdrawn, EMD shall be forfeited **and the Successful Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Port for a period of 2 years from the date of debarment.**

5 MINIMUM ELIGIBILITY CRITERIA

The bidder submitting their Bid shall be an Individual, Firm /Company or Registered Societies and shall meet the following minimum eligibility criteria:-

A. EXPERIENCE CRITERIA (Annexure-6):

The Bidder uploading their Bid shall have satisfactorily completed similar work contracts during the last 7 (Seven) years; ending last day of month previous to the one in which tenders are invited: - . **(Annexure -6)**

Note :-

- i. Similar works means contract works involving management of vehicle parking rights at Central Govt./State Govt/ Dept's, Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals any star hotels , Airports, Sea port, Railways, Bus Terminals, approved Public vehicle park of reputed malls or Shopping Complex etc.
- ii. Following Self Certified documentary evidences shall be uploaded along with the Technical Bid
 - a. Work Order issued by the Client and the corresponding
 - b. Work completion certificate for having satisfactorily completed the said work.
- iii. An ongoing similar work shall be considered for evaluation, subject to the condition that, at least one year of the ongoing contract period has been successfully completed.
- iv. The Bidders shall upload details of work executed by them in the prescribed format as per **Annexure -6** of the tender document.
- v. It is mandatory for the Bidder to submit following Documentary proof with respect to the eligible similar work referred by the Bidder
 - a. Work Order of the eligible assignment
 - b. Work experience certificates / completion certificates from the client clearly indicating the nature/scope of work, LOA, actual start and completion date and actual Value of work.

B. FINANCIAL CRITERIA (Annexure-7) :-

The bidder uploading their Bid shall be having its **Average Annual**

Financial Turnover of Rs 6.15 Lakhs for the last 3 years ending 31st March 2023 (Financial Year). [i.e. (i) 2020-2021, (ii) 2021-2022 and (iii) 2022-2023

In case the bidding entity is not in existence for the last 3 years, the Average Annual Financial Turnover of the entity should be equal to or more than Rs **6.15 Lakhs** for the period of their existence.

Note :-

- i. The certificate to this effect in original duly certified by Chartered accountant shall be uploaded along with the Technical Bid. **(Annexure -7)**
- ii. Financial Turnover Statement duly certified by the Statuary Auditor with his stamp, signature membership number & Unique Documents Identification Number (UDIN). Herein annual Turnover shall mean turnover from all sectors(s) of business (es) of tenderer.
- iii. The tenderer shall upload audited financial statements including profit-loss account of above mentioned last three financial years.
- iv. If audited balance sheets of last three Financial Years are not submitted, the bid shall be considered as non-responsive and shall not be evaluated

C. Registration under Tax, Labour Laws, etc. (Annexure 10)

The Applicant should have a registration number of:

- i. Goods and Service Tax;
- ii. Income Tax PAN;
- iii. ESI & EPF registration as per Labour Laws.

D. The Bidder shall have no long Pendency (more than one year from due date) of mutually admitted Port dues with Port (NMPA). Undertaking to this effect shall be uploaded along with the Technical Bid. **(Annexure-17)**

E. The Bidder shall submit the Income tax return filed in the last 3 financial years ending 31st March of financial year 2023. [i.e. for the financial years

(i) 2020-2021, (ii) 2021-2022 and (iii) 2022-2023 (**Annexure -18**)

6 The Pertinent information is given in the following table:

i.	Name of Tender	Contract for Operation and Management of Renovated Truck Parking Terminal, situated opposite to the Customs House building at New Mangalore Port; through e -tender process for a Period of 10 (Ten) years.												
ii.	Earnest Money Deposit (EMD) or Bid Security	<p>Rs.48,000/- (Rupees Forty Eight Thousand) The EMD shall be paid by NEFT/RTGS to the Port Bank account. The NMPA Bank Details are as follows:-.</p> <table border="1" data-bbox="676 763 1382 1106"> <thead> <tr> <th>Sl No</th> <th>Name of the Bank</th> <th>Account No</th> <th>IFSC Code</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bank of Baroda, Panambur</td> <td>08070100004621</td> <td>BARBO PANAMB</td> </tr> <tr> <td>2</td> <td>Indian Overseas Bank, Panambur</td> <td>29880100000001</td> <td>IOBA0002988</td> </tr> </tbody> </table> <p>Necessary exemption for payment of Bid Security / EMD is permitted to NSIC registered Micro & Small Enterprises (MSEs) in similar field/service subject to uploading copy of Registration certificate issued by NSIC / requisite documents, as per rules and regulations.</p>	Sl No	Name of the Bank	Account No	IFSC Code	1	Bank of Baroda, Panambur	08070100004621	BARBO PANAMB	2	Indian Overseas Bank, Panambur	29880100000001	IOBA0002988
Sl No	Name of the Bank	Account No	IFSC Code											
1	Bank of Baroda, Panambur	08070100004621	BARBO PANAMB											
2	Indian Overseas Bank, Panambur	29880100000001	IOBA0002988											
iii.	Pre-Bid Queries	<p>Prospective Bidders may send queries to the Port through e-mail to up to 04.05.2024. The prebid queries shall be referred to the following email IDs</p> <ul style="list-style-type: none"> i. nareshkumar.b@nmpt.gov.in, ii. prahalathan.m@nmpt.gov.in iii. shekar.k@nmpt.gov.in <p>Consolidated reply / clarifications to all the queries received till 04.05.2024 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 04.05.2024.</p>												
iv.	<p>Amendment of Bidding Documents: Any modification of the tender documents as a result of any</p>													

	<p>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</p>	
v.	Cost of Tender Document	<p>Rs. 560/- (Indian Rupees Five Hundreded Sixty). The Tender document fees shall be paid by NEFT/RTGS to the Port Bank account. The Bank details are as provided at SI No (ii) above. Necessary exemption for payment of Tender Document Fee is permitted to NSIC registered Micro & Small Enterprises (MSEs) in similar field/service subject to uploading copy of Registration certificate issued by NSIC / requisite documents, as per rules and regulations.</p>
vi.	<p>Tender Fee Tender document fee is exempted for NSIC registered Micro & Small Enterprises (MSEs) in similar field/service subject to uploading copy of Registration certificate issued by NSIC / requisite documents.</p> <p>(i) The MSEs are required to submit the declaration in the enclosed format as placed below (Annexure-4).</p> <p>EMD</p> <p>(i) MSEs (pertaining to providing the similar service) are exempted from submitting EMD, however, are required to submit relevant documentary evidence to substantiate that they are MSE for the services sought by NMPA/AUTHORITY in the said tender, failing which, the bids will not be considered for opening.</p> <p>ANNEXURE-4 <u>DECLARATION IN CASE OF MSE BIDDERS</u> In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under-</p> <p>1. We are a Micro / Small Enterprise, as on bid closing date of this tender.</p>	

	<p>2. We are a Manufacturer of the quoted supply item(s) / service provider for quoted services and valid documentary evidence for same is submitted.</p> <p>3. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.</p> <p>4. We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection / cancellation of order / subjected to appropriate actions as per tender Terms & Conditions.</p> <p>Authorized Signatory (With Company Seal & Signature)</p>
vii.	<p>Due date for online submission of Offer</p> <p>On or before 20.05.2024 up to 1500 hrs. Online on Central Procurement Portal of Government of India.</p>
viii.	<p>Date of opening of e-offers</p> <p>On 21.05.2024 after 15:30 hrs at Administration Building, NMPA, Mangalore – 575010.</p>

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, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender.
6. 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.
7. 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.
8. 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 Operator, 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.
9. 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.

SECTION – II

INSTRUCTION TO BIDDERS FOR

“E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM.”

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 21st 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. Further, the Truck Parking Terminal is also provided with FASTag based system for collecting Parking fee/User charges from the Users.

2.2 NMPA intends to invite e-tenders for selection of “the Operator” to operate the aforesaid Truck Parking Terminal. **In this regard, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users. This renovated Truck Parking Terminal shall be handed over to the successful Bidder immediately after issuance of Letter of Intent, who in accordance with the provisions of the Tender document and “Contract Agreement” to be executed between NMPA and the Operator, shall be responsible to Operate, Manage and maintain the CHTPT NO-1 (“the project”).**

2.3 The Operator may develop any, additional **TEMPORARY/Portable facilities** as described under **Section-I Clause 3** of the Tender document. Construction of permanent structures are not allowed.

2.4 The “Contract Agreement” will be signed between NEW MANGALORE PORT AUTHORITY and the Operator. The draft of the “Contract

Agreement” is given in **Appendix-A** of this tender document.

3 CURRENT TENDER

- (a) The Operator is bound to Operate, Manage and Maintain the Truck Parking Terminal (CHTPT NO-1) in accordance with the Scope of Work, as prescribed under the Tender document/or “Contract Agreement”. Operator shall undertake efficiently and comprehensively the activities as defined in the Scope of Work of the Tender document. The Scope of work may not be conclusive. Hence, at the time of Bidding, the Operator may as he deem fit, add such activities in addition to Scope of Work at his own cost to make good any shortcomings to enhance the techno-economic viability of the project.
- (b) For Detailed Scope of work please refer **Section-IV-Terms of reference** of the Tender document.
- (c) The Operator shall be responsible to Operate, Manage and Maintain the Customs House Truck Parking Terminal (CHTPT No-1) in accordance with the provisions of the Tender document and “Contract Agreement”. **In this regard,** the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users.
- (d) The Operator shall be allowed to provide value added services, as indicated under **Section I, Clause 3** of the tender document, to end users during and up to the end of the Contract Period. **However, in no case shall the Operator, sub-Contract the entire project to any other party for any period of time during the Contract Period.**
- (e) The Authority shall grant License valid till the expiry of the Contract Period to the Operator for operating and managing the renovated CHTPT No-1.
- (f) The Authority shall offer the Operator the right to collect a pre - determined and approved “**Parking fee**”, **using Fastag based parking fee collection system**, from the Trucks/Tankers/ Trailers entering into the CHTPT NO-1 throughout the Contract Period. In no circumstances the Operator shall collect the Parking fees in manual mode. In case, it is observed or reported that, the Operator collects Parking Fee from the Users in manual mode **suitable punitive actions shall be initiated against the Operator by the Authority, including termination of the Contract.**

- (g) **Refurbishment of the Revenue components:** - The Operator may levy and collect fee or charges for value added services provided as a part of the project under Section-I, Clause 3 of the Tender document. Such Revenue components may be operated for the entire Contract Period, as per the terms and conditions of the "Tender document/Contract Agreement"
- (h) The total Contract Period for this Tender shall be **10 (Ten) years**. **The Authority with the consent of the Operator may extend the Contract for further period, as agreed upon, if the performance of the operator is found to be satisfactory.**
- (i) The bid criteria shall be the monthly remuneration quoted by the Bidder in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users. The monthly remuneration is towards the license granted by the Authority in favor of the operator to Operate, Manage and Maintain the CHTPT No-1 admeasuring 12000 Sqm. The Bidders are required to quote their monthly remuneration in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users as stated under **Section-I, Clause 3 of the Tender document**. The monthly remuneration Quoted by the Successful bidder/Operator shall be paid on monthly basis along with GST by the Authority to the Operator within 15 working days from the date of submission of Bill in full shape by the Operator to the Authority.
- (j) **Performance Security/Guarantee:** - The Successful Bidder will be required to deposit Performance Security/Guarantee towards performance of the contract. The Performance Security/Guarantee amounting to **INR 2,40,500 (Rupees Two Lakh Forty Thousand Five Hundred)** (the "Performance Security/Guarantee") shall be deposited within fifteen (15) days from the date of Letter of Intent (LOI), either in the form of a Bank Guarantee issued by a Nationalized or Scheduled Bank, having its branch in Mangalore Or, transferred to NMPA bank account through RTGS/NEFT etc.
- (k) The Authority shall receive Bids pursuant to this Tender in accordance with the terms set forth in this Tender document as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms

4 BRIEF DESCRIPTION OF BIDDING PROCESS

- (a) The Authority has adopted a Two Cover E-Folder Process on e-Tendering portal (collectively referred to as the “Bidding Process”) for selection of the successful Bidder for award of the work. Prior to submission of Tender, the Bidder shall remit Non refundable **Tender document fees** by NEFT/RTGS to the Port Bank account as stipulated under **Clause 6 (v) Section-I** of the Tender document. The Bank Account details as furnished under **Clause 6 (ii) Section-I** of the Tender document.
- (b) In terms of the Tender, a Bidder will be required to deposit, along with its Bid, a bid security, as stipulated under **Clause 6 (ii) Section-I** of the Tender document. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- (c) MSEs (pertaining to providing the similar service) are exempted from submitting EMD and the Tender document fees, subject to the condition that they submit relevant documentary evidence to substantiate that they are MSE for the services sought by NMPA/AUTHORITY in the said tender, failing which, the bids will not be considered for opening.
- (d) 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.
- (e) The Contract Period shall be **10 (Ten) years**. **The Authority with the consent of the Operator may extend the Contract for further period, as agreed upon, if the performance of the operator is found to be satisfactory.** The Operator has to start Operations of CHTPT NO-1 within **Fifteen (15) days** from the date of Letter of Intent(LOI)/ work order, as per terms and condition of the Tender document/Contract Agreement.
- (f) The Bid uploaded by the shortlisted 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.

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,
- ii. prahalathan.m@nmpt.gov.in
- iii. shekar.k@nmpt.gov.in

(g) The Subject of the Email shall mention the following:

Queries shall be neatly typed/written in as per following format:

S. No.	Particulars	Details
1	Organization	
2	Document Name	
3	Page Number	
4	Clause Number	
5	Query	
6	Reason for the Query	
7	Suggestion, if any	
8	Name & Designation	
9	Contact No. & Email ID	

(h) Schedule of Bidding Process

Authority would endeavor to adhere to the following schedule for bidding:

Sr. No	Activity Description	Date
1	Date from which tender document available on the e portal URL: https://eprocure.gov.in/eprocure/app for download	27.04.2024 to 20.05.2024
2	Date and Closing time for submitting queries for offline Pre-bid meeting	04.05.2024 at 15.00 HRS. The queries shall be sent through email to i. nareshkumar.b@nmpt.gov.in , ii. prahalathan.m@nmpt.gov.in iii. shekar.k@nmpt.gov.in
3	Offline Pre-bid meeting	04.05.2024 at 15.00 HRS
4	Last date and time for on line Tender submission.	On or before 15.00 HRS on 20.05.2024

5	Opening of Bid/Bid due date	21.05.2024 after 15:30 Hrs
7	Bid Validity	180 days from the date stated at Sl No 5 above or extended Bid due date, in case the date of opening of bid is subsequently extended.

The e-tenders will be received up to 1500 hrs on the prescribed date as stated above. **The e-tenders received up to 15:00 hrs. on the submission date will only be considered and opened after 15:30 hrs. on the date of tender opening as mentioned in the Tender document.** The Authority may at his discretion extend the date for receiving tender. Tender received after the aforesaid time and date or the extended time and date, if any, will not be considered. The Authority is not liable for any delay in submission or loss of the tender.

5 PURCHASE OF TENDER DOCUMENTS:

Tender document can be downloaded from following websites and before submitting the Bids the Bidders shall remit the Tender document fees to the Port Bank account through NEFT/RTGS as stipulated under **Clause 6 (ii) Section-I** of the Tender document.

- a. NMPA website, www.newmagaloreport.gov.in,
- b. E-Portal; [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

6 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

7 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.

8 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.

9 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.

10 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 without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify the submitted Bid, but would be required to extend the validity of its Bid Security for the period of extension.

11 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.
- e. In case it is found during the evaluation or at any time before signing of the “Contract Agreement” or after its execution and during the period of subsistence thereof, including the Contract Period there by granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the Letter of Intent (LOI) or entering into of the “Contract Agreement”, and if the Bidder has already been issued the LOI or has entered into the “Contract Agreement”, as the case may be, the same shall, notwithstanding any thing to the contrary contained therein or in the Tender, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Operator, as the case may be. In such an event, the Authority may forfeit and appropriate the Bid Security or Performance Security/Guarantee, as the case may be, as a mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, interalia, time, cost and effort of the Authority, without prejudice to any right or remedy that maybe available to the Authority

- f. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority there under.
- g. Any Bidder who has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of submission of Tender, would not be eligible to submit the Tender. An undertaking to this effect shall be uploaded along with the Tender.

12 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.

13 EARNEST MONEY DEPOSIT :

The bidder is required to submit Earnest Money Deposit as stipulated under **Clause 6 (ii), Section-I** of the Tender document

- a. Necessary exemption for payment of Bid Security / EMD is permitted to NSIC registered Micro & Small Enterprises (MSEs) in similar field/service subject to uploading copy of Registration certificate issued by NSIC / requisite documents, as per rules and regulations.
- b. The Bid Security, if submitted in the form of Bank Guarantee, would be required to be extended if so required by Authority
- c. The RTGS/NEFT receipts / BG towards Bid Security shall be scanned and uploaded online along with the Bid submission. The hard copy of BG towards Bid security should be submitted in sealed envelope before closure of bid submission date and time.

- d. Any tender not accompanied by EMD and Cost of Bid document in accordance with above said provisions shall be considered as non responsive and rejected.

14 FORFEITURE AND REFUND OF EARNEST MONEY DEPOSIT (EMD / BID GUARANTEE):

The EMD will be forfeited if,

- i. The Bidder modifies or withdraws his offer after due date and time of submission of bids.
- ii. The Bidder resile from his offer during the validity period.
- iii. The tender is revoked during its validity period by the Bidder.
- iv. The Bidder increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- v. The Bid Security in respect of successful bidder shall be forfeited, if he fails to execute the Contract Agreement within Thirty (30) days from the date of award of issue of LOI/Work Oder.

15 REFUND OF EMD

- i. The Bid Security of unsuccessful Bidder shall be returned to the respective Bidders on award of Contract to the successful Bidder. No interest shall be payable on the amount of Bid Security in any case.
- ii. The Bid Security of the successful Bidder shall be returned within thirty days after the Bidder executing the Contract Agreement and submission of "Performance Security/Guarantee" as per terms and conditions of contract. No interest shall be payable on the amount of Bid Security in any case.

16 Content of Bidding Documents:

Tender Document will consist of:

Volume I	Section I	Tender Notice
	Section II	Instructions to Bidders
	Section III	General conditions of Contract
	Section IV	Terms of Reference
	Section V	List of documents to be uploaded by Bidders

	Section VI	Annexure- 1 to 12
	Appendix-A	Draft Format of License deed
	Appendix-B	Authorities Scale of Charges (Entry/parking Fee) to be levied on the Trucks/Tankers/Trailers entering and exiting the CHTPT NO-1
	Drawings	Location Drawing.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted by Post or Hand, except those stated hereof. **The Bidders shall upload the entire document on the central public procurement e- portal only (CPP).**

17 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.

- 18** 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>.

19 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/ MtnTrustline/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.

20 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.

21 SEARCHING FOR TENDER DOCUMENTS

- a. There are various search options built in the Central Public Procurement (CPP) Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Central Public Procurement (CPP) Portal.

- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Central Public Procurement (CPP) Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

22 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. The bidder is required to submit Earnest Money Deposit/Bid Security as stipulated under **Clause 6 (ii), Section-I** of the Tender document.
- c. Bidder should take into account any corrigendum published on the tender document before submitting/uploading their bids.
- d. 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.
- e. 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.

- f. **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.
- g. 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.
- h. The Bid should be uploaded along with the following documents:

i.	Letter comprising the Application for Bid Submission – Annexure- 01
ii.	Copy of RTGS Payment details for EMD (bid security) - Annexure-02 or Scanned Copy of the Bank Guarantee towards EMD - Annexure-02A
iii.	Scanned copy of NEFT Payment details towards cost of tender - Annexure - 03
iv.	Declaration in case of MSE bidders - Annexure-04
v.	Details of Bidders as per Annexure-05
vi.	Details of eligible works executed or under progress – Annexure-06
vii.	Financial Stability Certificate duly certified by Chartered accountant - Annexure-07
viii.	Copy of the Income tax PAN Card – Annexure – 08
ix.	Copy of the GST registration Certificate (Annexure – 09)
x.	The Bidder shall be registered with ESI, PF commissioner. Certificate to that effect shall be submitted as a proof for the same, as Annexure 10.
xi.	In case the Bidder do not possess valid ESI/PF registration certificates during the submission of Bid, the Bidder shall submit an Undertaking to the effect that in case the Bidder turns out to be the successful Bidder,

	the Copy of the Valid ESI/PF registration certificates shall be submitted by him before entering into Contract agreement with the Authority. (Annexure -10A)
xii.	An undertaking to the effect that Bidder has not been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, shall be uploaded as Annexure -11.
xiii.	An undertaking to the effect that Bidder has read and accepted all the terms and conditions of the Tender document and in case, the Bidder turns out to be the successful Bidder, the Bidder shall submit the duly signed Tender document along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority, shall be uploaded as Annexure -12.
xiv.	Copy of the Power of attorney in favour of the person authorized to sign the Tender document. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. The Original power of attorney in Stamp paper of requisite value as per the format at Annexure 13 ; shall be submitted by post or by hand so as to reach the Chief Engineer (Civil); immediately after the closing date for submission of online e-tender (Annexure -13).
	Hand written documents shall be legible. Overwriting in the documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidder. No counter conditions by the Bidders are permitted and conditional Tender is liable for rejection.
xv.	Proforma of undertaking that no changes have been made in the Tender document that has been downloaded - Annexure-14.
xvi.	Bank Details of the Party opting for refund of EMD through e-payment.- Annexure-15
	Bank Details of the Party for payment of remuneration through e-payment.- Annexure-15A
xvii.	Pre-Contract Integrity Pact Agreement (Annexure-16) Uploaded Pre-Contract Integrity Pact Agreement. Original Pre-Contract Integrity Pact Agreement ie. Annexure-16 to be submitted

	<p>by post or by hand immediately after the closing date for submission of online e-tender. "PRE CONTRACT INTEGRITY PACT" shall contain the following</p> <ol style="list-style-type: none"> Scanned copy of the duly signed "Pre contract Integrity Pact" to be executed between the tenderer and New Mangalore Port Authority as per the Performa (Annexure-16). Scanned copy of undertaking that the bidder has 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 as per Performa at Annexure-16A Scanned copy statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid as per proforma at Annexure-16B. <p>Tenderers in which Integrity Pact is not furnished duly filled and signed is liable to be rejected.</p>
xviii.	An undertaking to the effect that Bidder has no long pending mutually admitted Port dues Annexure -17 .
xix.	Income Tax return filed during the last 3 financial years ending 31st March of financial year 2023. [i.e. for the financial years (i) 2020-2021, (ii) 2021-2022 and (iii) 2022-2023 (Annexure -18)

- i. 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.
- The Bidder shall note that in the Price Bid given in the e-portal, the Bidder shall quote Only the monthly remuneration in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users as explained under Clause 3 Section-I of the Tender document.**
 - In the Price Bid, the bidder need not enter anything other than the "Bidder's **monthly remuneration in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users** and name of the Bidder.

23 INSTRUCTION FOR ONLINE SUBMISSION OF BIDS

- j. 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.
- k. **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.

- l. 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.

24 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. Bidder has to pay the tender fee, EMD as applicable and enter details of the instrument as specified in the bid document.
- e. Bidder should prepare the EMD as per the instructions specified in the tender document.
- f. The bidder(s) who have submitted the above fees can only 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.
- g. 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.**
- h. 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.
- i. 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

- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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
- o. 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.
- p. In the format available for submission of Price offer, the bidder need not enter anything other than the **Bidder's monthly remuneration in terms of percentage of the Total monthly User Fee/Parking Fee that**

would be collected in a month from the Users; as stated under Clause 3 Section-I of the Tender document and name of the firm.

- q. No deviation to the tender terms & conditions are allowed.
- r. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- s. 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.
- t. 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**.
- u. The bid will be evaluated based on the filled-in technical & commercial formats.
- v. 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, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- w. Price should be quoted in only through M/s Central Public Procurement Portal, [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. 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 Bidder should not indicate his offer anywhere directly or indirectly in Envelope No.I. The "Form of Tender" in the Tender document shall be kept blank while uploading the scanned copy of the Tender document along with the Bid.. 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 “**Operator**”.
- 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.
- x. Unit of Measure (UOM) is indicated in the e-tender. Monthly **remuneration fees in terms of percentage of the Total Monthly Parking Fee collected from the users** to be quoted should be in Indian Rupees as per UOM indicated in the e-tender document.

25 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 the following URL of M/s Central Public Procurement(CPP) 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 accordance with **Clause 12, Section-II, "Instruction to Bidders**, 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.

26 LATE BIDS:

The Bidder should ensure that their tender is received online before the deadline prescribed in **Clause 6(vii), Section-I, Tender Notice**.

27 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 **Clause 4 (h)(4) Section-II , "Instruction to Bidders"**.
- 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.
- iv) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 4(h)(7) Section-II , "Instruction to Bidders"**. may result in the

forfeiture of the Bid Security pursuant to **Clause 14 Section-II ,
“Instruction to Bidders”**.

28 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](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.

29 E-TENDERING PROCESS:

The bidders should upload bids as detailed in **Clause 24, Section-II – “Instructions to Bidders”** of the Tender document. The bidders will be qualified as per the “Eligibility and qualification requirement” mentioned under **Clause 5 of Instructions to Bidders** and “Examination of Bids and determination of responsiveness” under **Clause 33** of Instructions to Bidders.

The tendering process will be carried out as follows:-

- a. The Bids of all shortlisted Bidders shall be opened and the “**monthly remuneration quoted by the Bidder in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users**” of the shortlisted Bidders 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 shortlisted Bidder online.

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

31 Bid Opening –

31.1 The Bids received from all shortlisted 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.

32 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.

33 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 Trust 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 Trust 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 Trust in respect of such Tenders.
 - c. The Port Trust 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.
- g. After opening of bids in the e-Portal, the work experience credentials (work experience certificate along with other documents if any) of all the Bidders shall be sent for verification & certification to the concerned clients(s). In case of any concealment or misrepresentation of facts, **the Bidder, its group, its Holding/Parent Company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Authority for a period of 2 years from the date of debarment.**

34 CORRECTION OF ERRORS: (Price Offer)

Not Applicable for Online Tenders

35 EVALUATION AND COMPARISON OF BIDS:

The Authority will evaluate and compare the Price Bids of only the Bids determined to be responsive in accordance with **Clause 33 – Section-II, “Instruction to Bidders”**.

36 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.

37 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

38 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 Shipping, Government of India, from time to time. The Operator will be initially handed over the renovated “Customs House Truck Parking Terminal” measuring 12,000 Sqm for operation and management. **Subsequently additional Truck parking Terminal area, may be handed over for operation, based on expansion plans of the Port. In this regard the Operator shall Operate, Manage and maintain the additional area as per the terms and conditions of this Tender document/Contract.**

39 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 Intent (LOI) 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 and release their submitted EMD.

- i) The Letter of Intent (LOI) (hereinafter and in the Conditions of Contract called the “Letter of Intent”) will state the monthly remuneration (expressed in percentage of the monthly parking fee/user fee collected) that the Authority will pay to “Operator” in consideration of the execution, of contract as prescribed by the conditions and convents of the Tender document.
- ii) **The Contract period shall commence from the 15 (Fifteenth) day after the date of issue of Letter of Intent (LOI). Within the said period the operator shall complete all the formalities of taking over of the Truck Parking Terminal.**
- iii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a “**Performance Security/Guarantee**” in accordance with the provisions of **Clause 5 of General Conditions of Contract.**

- iv) The Contract Agreement will also incorporate all correspondence exchanged between the Authority and the successful bidder. Within **15 days** from the date of issue of **Letter of Intent (LOI)**, the successful bidder shall furnish the **Performance Security/Guarantee** (through RTGS/NEFT) and also bidder shall sign the Contract Agreement (TO BE EXECUTED IN ORIGINAL AND IN DUPLICATE) with the Authority. **The “Operator” 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.** The Operator’s Bill towards monthly remuneration will be processed for release of payments only after receipt of the Agreement Copies.
- v) In case the successful Bidder fails to execute the Contract Agreement or fails to remit the Performance security/Guarantee to the Port account within the prescribed time limit, the Letter of Intent (LOI) shall be withdrawn, EMD shall be forfeited.
- vi) 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.

40 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, forfeit and appropriate the Bid Security or Performance Security/Guarantee, 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 LOI 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 LOI 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 LOI 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.

41 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

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 means the Board of New Mangalore Port Authority, a body constituted under the **Major Port Authority Act, 2021**, represented by its Chairperson and as amended from time to time.
 - b) “**Employer/Authority/NMPA**” means the Board of the New Mangalore Port Authority a body constituted under relevant sections of the **Major Port Authority Act, 2021** acting through its Chairperson, Deputy Chairperson, Chief Engineer (Civil), Dy. Chief Engineer (Civil) or any other officer nominated by the Board and legal successors in title to such person but not any assignee of such person.
 - c) “**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 Intent (LOI) or Award letter.
 - d) “**BIDDER/S**” means the person or persons, firm, corporation, consortium or company who submits the BID for the subject services/assignment.
 - e) “**CONTRACTOR / OPERATOR**” 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.
 - f) “**Letter of Intent**”, “**Award letter**” refers to the letter communicating the formal acceptance of the bid by the Employer/Authority.
 - g) “**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.
 - h) “**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 or Terms of Reference** hereof and be in-charge of the works.

- i) **“Operation and Management/Services”** means the services to be provided by the Operator as detailed in this bid document and under Terms of Reference brought out in Section - IV of this document.

3. COMMENCEMENT OF CONTRACT

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

4. EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to **Clause No. 33- Section-III** hereof, this Contract shall expire after completion of 10 (Ten) years from the date of commencement of Contract. **However, the Authority with the consent of the Operator may extend the Contract for further period, in spells of 6 months each, if the performance of the operator is found to be satisfactory.**

5. PERFORMANCE SECURITY/GUARANTEE

The Successful Bidder will be required to deposit Performance Security/Guarantee towards performance of the contract for an amount equivalent to **INR 2,40,500 (Rupees Two Lakh Forty Thousand Five Hundred)**(the “Performance Security/Guarantee”) shall be deposited within **fifteen (15)** days from the date of Letter of Intent (LOI), as per the terms and conditions of the “Contract Agreement”, in any of the following forms :-

- i. Either in the form of a Bank Guarantee issued by a Nationalized or Scheduled Bank, having its branch in Mangalore
- ii. Or, transferred to NMPA bank account through RTGS/NEFT etc, and subsequently informed to the Port. The Port Bank account details are as follows;-

Sl No	Name of the Bank	Account No	IFSC Code

1	Bank of Baroda, Panambur	08070 10000 4621	BARBO PANAMB
2	Indian Overseas Bank, Panambur	298801000000001	IOBA0002988

The validity of the Performance Security/Guarantee shall be till the end of the Contract Period, with claim period of additional three months.

The Performance Security/Guarantee may be forfeited and en-cashed as per terms and conditions specified in the Tender document/Contract Agreement.

The Performance Guarantee so deposited shall be refundable without interest, at the time of handing over vacant possession of the **Truck Parking Terminal by the Operator to the Authority** on completion of Contract Period or termination of the Contract; after adjustment of any dues to be credited by the Operator to the Authority and/or damages to the Premises done by the Operator during the Contract period. No interest will be allowed on the Performance Security/Guarantee deposit from the date of its receipt until it is so refunded. The Performance Security/Guarantee deposit will be refunded within 3 months from the date of completion of Contract period or termination of Contract after deduction of any money due to be paid by the "Operator" to the "Authority".

6. AMENDMENT TO AGREEMENT

Modification of the terms and conditions of this Contract, including any modification to the scope of the Services included in Terms of Reference (TOR), shall be as per mutual agreement.

7. 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.

8. TAXES AND DUTIES

The "Operator" 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 “Operator” 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 **Monthly remuneration fee** by the Operator. The “Operator” 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 Monthly remuneration fee, which shall be paid by the Authority to the Operator along with the Monthly remuneration.

9. LETTER OF INTENT (LOI):

The **successful Bidder/Operator** shall be issued with Letter of Intent (LOI) enclosing the accepted Monthly remuneration fees; expressed in percentage of Total monthly User Fee/Parking fee collected, Performance Security/Guarantee to be deposited by the Operator and other conditions if any.

In case the Bidder fails to submit the acceptance to the Letter of Intent (LOI), execute the Contract Agreement and deposit Performance Security/Guarantee within the prescribed time limit, this LOI will be withdrawn and EMD will be forfeited.

10. TAKING OVER OF PREMISES BY THE OPERATOR

The Customs House Truck Parking Terminal (CHTPT NO-1) shall be handed over to the Operator in its present conditions on “**AS IS WHERE IS BASIS**” and the Operator shall at its own cost, charges and expenses improve/upgrade the same as stipulated under Section-I, **Clause 3** of the Tender document. The Ownership of the Truck Parking Terminal shall always and at all-time vest and deemed to vest with Authority.

11. PENALTY FOR UNHYGIENIC CONDITION: -

The Operator is bound to maintain the premises handed over (**CHTPT NO-1**) and their surroundings in clean and hygienic condition at their cost. The “Operator” shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations

with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. The “Operator” is responsible for removing objectionable matter or for taking steps to remove foul smelling matters, if any from the premises and surrounding area to the satisfaction of the Authority. If the premises is not maintained in reasonably clean condition by the “Operator”, Port Officer in charge of the premises shall have powers to get the premises cleaned at the risk & cost of the “Operator” and recover liquidated damages at the rate of Rs.1,500/-per day for each default upto 7 days and thereafter Rs. 2,000/- per day and can take other actions including termination of the Contract.

12. STATUTORY CLEARANCES:

The Authority will only issue Letter of Intent (LOI) in the name of the Successful Bidder/Operator and the Successful Bidder shall have to obtain all statutory clearance for operating 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. NMPA shall not be responsible for any loss/damages etc. occurring if permission or approval of the above authorities or any such Authority are not granted or delayed. The “Operator” shall follow all safety norms as may be prescribed by the competent authorities including NMPA from time to time. The “Operator” shall follow the fire safety norms and maintain necessary firefighting system of their own for safety purpose as required by statutory regulations at their own cost.

13. EXECUTION PLAN:

- a) The Operator shall submit to the Authority within **15 days** from the date of issue of Letter of Intent (LOI), 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 Operator is not permitted to carry out any permanent constructions. However if the same is very essential, then before commencement of any construction work, the Operator has to obtain necessary approvals from the Authority. The Operator 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 Operator 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.

14. FORCE MAJEURE:

14.1 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 “Operator” 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.

14.2 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.

14.3 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.

14.4 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.

14.5 EXTENSION OF TIME IN CASE OF FORCE MAJEURE.

Any period within which a Party shall, pursuant to this Contract, was unable to operate the Terminal due to reasons stated under **Section-III Clause 14.1**, the contract shall be extended for a period equal to the time during which such Party was unable to perform such action.

15. SETTING OUT OF PLOT:

The "Operator" shall be responsible for preparation of Parking layout drawings and layout Plans of proposed Value added services to utilize the Truck Parking Terminal optimally.

16. POWER CONNECTION & WATER SUPPLY:

The Authority will not be responsible to provide Power and Water to the

Operator. However if Water and electrical power is available with the Authority and if it is feasible to supply the same to the Licensed Premises/Truck Parking Terminal, the Authority may supply the same to the Licensed Premises/Truck Parking Terminal on payment basis as per the rate notified in the tariff of the Authority from time to time. The Operator 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 Operator. 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 Licensed Premises/Truck Parking Terminal, the Operator 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.

17. INDEMNITY:

Notwithstanding that all reasonable and proper precautions have to be taken by the “Operator” at all times during operation and during the Contract period, the “Operator” 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 “Operator” or any sub-contractor/s, his/their servants, agents or workmen. The “Operator” shall indemnify and keep Authority harmless against all claims throughout the Contract Period.

18. INSURANCE:

The “Operator” shall, as soon as any structures are erected on the Truck Parking Terminal agreed to be licensed, insure and keep insured the same in his name 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.

19. RECOVERY OF ANY SUM DUE TO THE AUTHORITY:

Where any sum payable to the Authority by the “Operator” 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 “Operator” by the New Mangalore Port Authority, disconnecting electricity/water supply by informing appropriate authorities.

20. The fee to be levied and collected, **using Fastag based parking fee collection system**, in respect of the Truck parked at the terminal shall be provided to the Operator. The “Operator” shall display the same on Board measuring not less than 4 feet X 3 feet in dimension, near the entrance gate of the Truck Parking Terminal.

21. The “Operator” shall not use the Truck parking Terminal for residential use and shall not give room for public complaints

22. The “Operator” will not have right on the Licensed area.

23. The “Operator” shall not encroach upon any area of the Port land in any manner. If any area is encroached by “Operator”, the “Operator” will be penalized including termination of Contract.

24. LABOUR REGULATIONS :

The “Operator” shall comply with the requirements of all the statutes, bye laws, rule and regulations in respect of its workmen and employees as may be applicable from time to time.

25. The “Operator”, his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the “Operator” including any rules and regulations made by the Authority, or any other Department of Government and or local body or administration in force from time to time and to the business which the “Operator” is allowed to carry on under this Agreement and to the area in which the said premises are located.

26. The Operator shall pay not less than the fair wages to the workers engaged by him, the fair wages paid for a similar works in the neighborhood and shall otherwise comply with the provisions of the Payment under “Minimum

Wages Act 1936” or any statutory modifications or re-enactment thereof or rules framed there under. To ensure compliance of this, the Operator shall pay the wages to its employees through electronic mode of payment and not in cash in any case. The Operator shall keep proper record of such payments done and submit a certificate to the Authority of his having done so only upon which Performance Guarantee shall be refunded. The Records shall be open to inspection by the Authority or any person authorized by the Authority.

27. The “Operator” shall Indemnify the Authority from/ against any claims made or damages suffered by the Authority by reason of any default on the part of the “Operator” in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located. The Authority shall not be responsible in any way for loss or damage by any means causes to the “Operator’s” stock or property.
28. The “Operator” shall comply with the requirements of all standard health clauses including those given below:-
 - i. The Port Health Officer/ Medical Officer of Authority or persons authorized by them may without notice, enter the premises any time and inspect the premises, instruments and implements etc. used by the “Operator”.
 - ii. All the instructions given by the Port Health Officer/Medical Officer of Authority or any persons authorized by them in the maintenance of public health of the Port including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by the “Operator” and his agent and servants.
 - iii. The “Operator” shall notify to the Port Health Officer whenever any person working under him or Parking Terminal user is suffering or suspected to be suffering or convalescing from any infectious disease. The Port Health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.

- iv. The “Operator”, his agents and servants shall not abuse the water sources (Thimappayya well), and drainage facilities in the Port area so as to create a nuisance or in sanitary situation prejudicial to public health.
 - v. In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the “Operator” in complying with either of these conditions specified in the foregoing sub-clause (i) to (v), the Authority will be entitled and be at liberty to terminate the Contract forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the “Operator” for due performance of the Agreement.
29. The “Operator” shall employ only such servants as shall have good character and as well behaved and skillful in their business. On the instruction of the Authority the “Operator” shall furnish in writing with the Names, Sex, Adhar Number, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this contract, before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by “Operator” shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The “Operator” shall also have the Character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

30. NO NUISANCE/ANNOYANCE TO OTHERS

The “Operator” shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the Authority or any other agency in the vicinity of the Terminal (CHTPT NO-1).

31. LIABILITY OF THE PERSON AT LICENSED PREMISES/TRUCK PARKING TERMINAL:

The Authority shall not be liable to the “Operator’s employees, patrons, customers, visitors or any person(s) or any damages to the persons(s) or

property causes by any act of omission, negligence, or for non-compliance with any statutory requirement of the Union, State Government by the “Operator” or its agents, employees, assigns.

32. DEFAULT:

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

- i. If the Operator does not commission the CHTPT NO-1 within **Fifteen (15) days** from the date of commencement of contract period.
- ii. if at any time any payments, assignments, charges, lien or damage (Electricity , Water charges etc) herein specified to be paid by the “Operator” to the Authority shall remain in arrears and unpaid for a period of 14 days.
- iii. If the Operator doesn’t operate the **FASTag based parking fee collection system** to collect User Fee/Parking Fee from users or collects the Parking fees/User Charges through manual mode. **In this regard, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users.**
- iv. If the Operator uses the premises for purpose other than that stipulated under **Clause - 2 - Section-II** and **Clause 4 - Section-IV** of the Tender document
- v. if “Operator” is adjudicated to be as bankrupt or become insolvent; or
- vi. The parking area or any part thereof is assigned, or sub contracted to any third party either by way of sub contract or by any other means without the prior approval of the Authority.
- vii. if the “Operator” fails to maintain the Premises in good hygienic conditions as per the conditions of the Contract.
- viii. Change in control of the “Operator” arising from sale, assignment, transfer or other disposition of capital stock in the “Operator”.
- ix. if the “Operator” through any of its employees, by taking advantage of their access to the CHTPT NO-1, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Truck Parking Terminal.

- x. If the “Operator” fails to maintain the facilities developed by the Operator and the terminal parking area in clean and hygienic conditions.
- xi. If the “Operator” causes damages to the port property and fails to rectify the same within reasonable time.

In the event of default, the “Operator” shall be informed in writing by the Authority of any alleged violation giving the “Operator” 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 “Operator”, 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 “Operator”, however will be allowed reasonable time to remove all goods from the premises.

33. SUSPENSION OF THE CONTRACT

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

- a) A default shall have occurred on the part of the “Operator” in the execution of the contract.
- b) Any other condition other than by reason of “Force Majeure” as referred to in **Section-IV, Clause No.14 of the Tender document**, which makes it unable for either party to successfully carry out the Operations or to accomplish the purpose of the contract.

34. TERMINATION OF CONTRACT

34.1 TERMINATION OF CONTRACT BY NMPA/AUTHORITY/EMPLOYER

- (a) The Authority awards the contract to the “Operator” upon the conditions that the “Operator” 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 “Operator” 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, forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the Performance Security/Guarantee deposited by the “Operator” for due performance of Contract. In case of violation of any of such conditions by the “Operator”, NMPA shall after giving **15 days’** notice may terminate the Contract.

- (b) The CHTPT NO-1 premises handed over to the Operator can be resumed at any time before the expiry of the Contract period, if required by the Government or the Authority, in the national interest/ by the Authority for its own use, with **three (3) months’** notice. In such case, the premises shall be vacated within **three (3) month** from the date of issuance of Notice to Vacate.
- (c) If the Contract is cancelled for not complying with the conditions of the Contract, no compensation shall be payable by the Authority.
- (d) Default of “Operator” as defined **at Clause 32** above.

34.2 TERMINATION OF CONTRACT BY THE “OPERATOR”

The Operator shall be entitled to terminate the “Operation , Management and Maintenance” work of CHTPT No-1 as a whole before the expiration of the said Contract Period, provided the Operator shall give **Three (3) months’** notice or pay previous **Three (3) month’s total** User Fees/Parking Fees collected from the users in lieu thereof. Failing which, the Performance Security deposited by the Operator shall be forfeited. In cases where the whole or a part of the Truck Parking Terminal’s operation is terminated at the instance of the Authority, the “Operator” shall not be liable to give notice or pay previous **Three (3) month’s total** User Fees/Parking fees collected from the users in lieu thereof as stated above. The remuneration fee for the period up to the date of termination of the Truck Parking Terminal’s operation will be paid to the Operator by the Authority after deducting any applicable dues.

34.3 TERMINATION PROCEDURE: Upon termination of the Contract, the Operator shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum. Upon termination of the contract as per **Clause 34.1(b)** (unless such termination shall have been occasioned by the default of the Operator), the Operator shall be entitled to be reimbursed in full for such costs (Capital investments) as shall have been duly incurred prior to the date of such termination.

34.4 PENALTIES ON BREACH OF CONTRACT CONDITIONS
Liquidated Damages

In case of Breach or non-performance of contract by the Operator 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 32** above, which has been subsequently rectified by the Operator or Operator 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 Truck Parking Terminal is not commissioned within **fifteen (15) days** from the scheduled contract commencement date (Contract commencement date is 15 days from date of LOI); the contract will be terminated. However, in exceptional cases where the Authority is satisfied that the delay can be condoned, the Operator may be granted extension of time period, subject to payment of penalty at the rate of Rs 5,000/- per day for the extended period.
- b. The Operator is bound to maintain the premises handed over (**CHTPT NO-1**) and their surroundings in clean and hygienic condition at their cost. If the premises is not maintained in reasonably clean condition by the "Operator", the Authority shall get the premises cleaned at the risk & cost of the "Operator" and recover liquidated damages at the rate of Rs.1,500/-per day for each default upto 7 days and thereafter Rs. 2,000/- per day and can take other actions including termination of the Contract.
- c. The aforesaid Penalty charges shall be levied with GST at applicable

rates.

35. NO COMPENSATION ON EXPIRY OF CONTRACT PERIOD:

No compensation whatsoever shall be payable by the Authority to the “Operator” on expiry of the Contract Period.

36. 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 Operator may extend the Contract for further period, in spells of 6 months each, if the performance of the operator 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 “Operator” shall not be entitled for any compensation of whatsoever nature from the Authority for the expenses incurred in respect of the development of the said premises of any kind of whatsoever nature.

37. In the event of death of the Operator (Individual/ Proprietor) during the Contract Period, the Legal heirs of the deceased, (viz) Wife, Son, Daughter, Widow dependent Daughter In-Law, etc, may be allowed to continue the unexpired portion of the Contract purely at the discretion and permission of the Authority on production of Legal heirs certificate, subject to fulfilling the terms and conditions stipulated in the Agreement/Tender document.

38. The Agreement at all times shall be open to revision and amendment by the Authority after giving one month notice in writing of such revision to the Operator. The amendment shall take effect, unless the Operator has objected thereto in writing within 15 days after the date of said Notice.

39. Any money recoverable from the Operator either under this Contract or any other Contract can be recovered from any money refundable to the Operator under this Contract or any other Contract.

40. DISPUTE BETWEEN “OPERATOR” AND THE AUTHORITY:

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

41. HANDING OVER OF TRUCK PARKING TERMINAL BY “OPERATOR”, TO THE AUTHORITY.

- i. On expiry of Contract period or the extended Contract period, the “Operator” shall hand over the vacant and peaceful possession of the CHTPT NO-1 premises quietly on the day of expiry of term of Contract and in case of sooner determination of Contract/termination of Contract, the “Operator” shall hand over the premises (CHTPT NO-1) peaceful possession within the time stipulated in the notice of Termination of Contract.
- ii. However, in the event of Operator’s failure to hand over the Truck Parking Terminal peaceful possession within the stipulated time, it shall be lawful for Authority’s representative to enter upon the demised premises and take over possession, at the risk and cost of the “Operator”. All such money and expenses, as may be paid out and incurred by New Mangalore Port Authority, while acting for taking over of vacant peaceful possession of the said premises shall be recoverable from the “Operator”.
- iii. Within 7 days of expiry / termination / determination of Contract, the “Operator” shall put down and remove all temporary structures erected by him in the said Truck Parking Terminal premises and materials brought by him to the Terminal and restore it to its former condition at his own expense. Failing which the Authority may after the termination/expiry of

- contract, carryout removal and restoration and all expenses incurred herein along with the supervision charges shall be remitted by the Operator on demand being made thereof or recovered from Operator's Refundable Performance Guarantee available with the Authority .
- iv. After the expiry/determination of Contract or termination of Contract on account of change of user, assignment, etc., if the "Operator" continues to occupy it unauthorized, or if there is any encroachment, the "Operator" shall be liable to pay compensation for wrongful use and occupation at three times the average monthly User Fee/Parking fee collected during the previous 12 months of the Contract Period, till vacant possession is obtained. The amount shall be deducted from the Operator's Refundable Performance Guarantee available with the Authority.

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

SECTION – IV

TERMS OF REFERENCES

FOR

“TENDER FOR OPERATION AND MANAGEMENT OF K K GATE TRUCK PARKING TERMINAL (WBM Surface) , ON NORTHERN SIDE OF BEACH ROAD AT NEW MANGALORE PORT; THROUGH E-TENDER PROCESS.”

1. Scope of assignment:

NMPA has renovated the Customs House Truck Parking Terminal (CHTPT NO-1), to accommodate and streamline the movement of EXIM/Coastal Cargo to in and out of the Port in an efficient and effective manner. The renovated Truck Terminal has been provided with FASTag based Parking Fee Collection system to collect the Parking Fee/User fee. The CHTPT NO-1 shall have facilities for the users including Revenue generating components within the CHTPT NO-1. The “Operator” has to operate and maintain the Truck Parking Terminal; as per the tender conditions and he has no right of ownership whatsoever on the Truck parking Terminal given on operation and management basis. **In this regard**, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users.

The Operator shall be responsible to operate, manage and maintain the Customs House Truck Parking Terminal. The Operator shall have a single point responsibility to manage and operate the CHTPT NO-1 during the Operations Period. The Operator shall carry out the following minimum scope during the entire Operations Period to efficiently and effectively manage and operate the CHTPT NO-1. The scope of work mentioned is indicative of all activities and tasks to be performed by the Operator, but is not limited to the following, in order to achieve the objective of operating and managing the CHTPT NO-1 efficiently and effectively for the entire operations period.

2. CREDITING PARKING FEES & PAYMENT OF REMUNERATION FEES:

- i. The Operator shall operate the FASTag system installed in the Truck Parking Terminal to collect user fees/Parking Fees from the users. No

- Parking fee/User Fee shall be collected through manual mode. **In this regard,** the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users
- ii. **The Parking fee/user fee collected through the FASTag System,** will be automatically credited to the non-operative e-remittance account maintained by the FASTag System Service Provider on behalf of New Mangalore Port Authority. **The monthly Bank account statement of the e-remittance account, which would depict the day to day User Fee/Parking Fee collected, shall be provided to the Operator by the Authority.**
 - iii. In the provisions available in the e-Portal (ie) in the Price Bid, the prospective Bidders are required to quote/upload their monthly remuneration towards carrying out the work of Operation, Maintenance and Management of the Truck Parking Terminal CHTPT No-1. The monthly remuneration shall be quoted in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users.
 - iv. The monthly payment to the successful Bidder/Operator for having executed the work of Operation, Management and Maintenance of the Truck Terminal CHTPT No-1; as per the Terms and conditions of the Tender document, will be made by the Authority to the Operator within 15 working days from the date of submission of Bill in full shape by the successful Bidder/Operator, subject to execution of the Contract Agreement and submission of Performance Guarantee.

3. REMODELING/REFURBISHMENT/CONSTRUCTION OF FACILITIES

- a. The Operator shall carry out inspection of the CHTPT NO-1 and carry out refurbishment of the facilities and all Revenue components in the CHTPT NO-1, so as to make it operational, with approval of the Authority.
- b. The following facilities (temporary) shall be refurbished/provided by the Operator at his own cost to make it operational based on the project concept and after carrying out necessary assessment at project site.
 - a) Operator's Portable Office building,
 - b) Portable Canteen building,

- c) Temporary Commercial petty shops,
- d) Tyre puncture cum Minor repair cum Tyre Puncture workshops
(No full fledged Garage is permitted),
- e) Internal Storm water drains across the CHTPT NO-1 to drain out the storm water from the parking area through the existing periphery storm water drains constructed by the Authority.

4. USE OF PREMISES:

- i. The CHTPT NO-1 shall be used only for the purpose as specified under **Clause 2 of Section-II**, “Instruction to Bidders”.
- ii. The Operator or his agent should be available at the Truck Parking Terminal daily all the 24 hours or such period as may be specified from time to time by the Authority.
- iii. The Authority shall provide bare space and other expenses of any kind for establishment and rendering of the services shall be incurred by the Operator. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services may be provided by the Authority on chargeable basis, if available.
- iv. The operator is permitted to provide Value added Services within the Truck Parking Terminal as stipulated under **Section-I, Clause 3** of the Tender document. No other business/activities such as Transport Office, Garage, general stores etc within the Truck Parking Terminal or in the vicinity are allowed.
- v. All plans related with development of Truck Parking Terminal/licensed premises shall be got approved by the Authority. The plan should also be got approved by the Local Authority concerned before commencement of any work.
- vi. The Authority’s approved Scale of Parking Fee / User Fees shall be provided to the Operator. The “Operator” shall display the same on Board Measuring not less than 4 feet X 3 feet in dimension, near the entrance gate of the Truck Parking Terminal. **Under no circumstances, the Operator shall collect Parking fee/User Charges through manual mode.** If any such complaints received from users of the Truck parking terminal, the action as deemed fit against the Operator will be taken.

- vii. If the Truck Parking Terminal is not commissioned within **seven (7) days** from the scheduled contract commencement date; the contract will be terminated. However, in exceptional cases where the Authority is satisfied that the delay can be condoned, the Operator may be granted extension of time period, subject to payment of penalty at the rate of Rs 5,000/- per day for the extended period.
- viii. The “Operator” has to maintain the premises and the terminal parking area in clean and hygienic conditions by engaging suitable persons. Required number of separate dust Bins to collect wet waste and dry wastes shall be provided at important locations to collect the wastes generated by the visiting Trucks and the visitors. The waste so collected shall then be scientifically disposed by the “Operator” on day to day basis.
- ix. The “Operator” shall maintain the facilities stated at Sl No (iv) above at operational standards.
- x. The truck terminal shall be operated round the clock with proper watch and ward.
- xi. **The Operator shall be responsible for all the damages caused due to improper handling of the FASTag based Parking fee collection system, Boom barriers, Surveillance cameras, High Mast lights, Wash room fittings and other accessories. In case of damages or pilferage of said components, the Operator shall replace or restore the same within the time period stipulated by the Authority. Failing which, the authority will rectify the same at risk and cost of the Operator.**
- xii. The “Operator” shall be responsible for the safety of the port Structure, electrical installations; water supply fittings etc and the “Operator” will be responsible for any accidents causing damages to life and property in the allotted premises.
- xiii. The “Operator” shall also maintain proper co-ordination with various departments and Port Users for properly operating the terminal.
- xiv. The “Operator” shall not carry out any activity that may be considered detrimental to the interest of the New Mangalore Port Authority or to the National Security.
- xv. The “Operator” shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local

- regulations in the said Premises and Covered space area allotted to him.
- xvi. The “Operator” through any of its employees, shall not take advantage of their access to the Truck Parking Terminal/Licensed Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Licensed Premises/Truck Parking Terminal.
 - xvii. The “Operator” shall fix the Name Board Measuring 2m X 2m. Inscribing (a) name of the firm/ office address/ contact number (b) Contract Commencement date and (d) Contract Completion date.(e) Number of Labours/staff employed .
 - xviii. The statutory obligations like ESI, EPF and workman compensation etc with respect to employee or “Operator” shall be borne by the “Operator”.
 - xix. The “Operator” shall at all reasonable time allow access for inspection of the licensed premises to the duly authorized officer of the Authority.
 - xx. The Authority shall provide bare space for the subject and other expenses of any kind for establishment and rendering of the services shall be incurred by the “Operator”. However, provisions of electricity, water and Sewage/drainage connections, as the case may be, if so required, for the smooth operation of the services may be provided by the Authority on chargeable basis, if available.
 - xxi. Only the Trucks, Trailers and Tankers transporting EXIM Cargo/ Coastal cargo shall be allowed to be parked in this Parking Terminal. All the trucks and tankers carrying cargo to and from NMPA shall be allowed to be parked in this terminal on priority. Other Trucks may be allowed to Park only if parking space is available after parking of the trucks and tankers associated with NMPA.

5. MAINTENANCE OF CHTPT NO-1

5.1 Authority’s Responsibilities with respect to Maintenance :-

- 5.1.1 During the Contract period the Authority shall carry out the periodical structural maintenance of the CHTPT NO-1; which includes rectifying the wear and tear damages observed in (i) concrete pavement, (ii) Chain link fencing,

(iii) High Mast lights, (iv) open storm water drains along the periphery of the Parking Terminal etc.

The Authority shall repair and make good any defects, damages, faults, breakages induced on the Structures on account of normal wear and tear. However, the Authority shall not be responsible for making good any damages that has occurred due to negligence of the Operator or Users.

5.2 Operator's Responsibilities with respect to maintenance

5.2.1 The Operator shall be solely responsible for the upkeep of all the assets/fixtures/accessories provided in the Truck Parking terminal and any loss and damage thereof shall be made good by the Operator at his own expenses.

5.2.2 Any damage to Port structures and other services arising due to Operation/execution/management or repair/maintenance work being carried out by the Operator, the same shall have to be made good by the Operator within 72 hours of such damage. Failing which Port Authority will issue a notice to Operator asking for justification. Operator will be required to respond to such notice within 3 working days. In case it is found out that the damage caused is beyond the control of Operator then problem will be solved jointly by Authority and Operator based on their agreement. Else, Operator will be required to do the needful within 72 hours of the decision made by the Authority.

5.2.3 In case of any road cutting or dismantling work or excavation works are carried out by the Operator, the same shall be restored by the Operator at its own cost as per plan approved by the Authority or within three (3) days (whichever is earlier) from the date of completion of said works. Restoration has to be done with equivalent specifications provided by the Authority so that after restoration the aesthetics and purpose of use will not

compromise. Restoration work shall be carried out as per CPWD specifications.

5.2.4 The Operator shall carry out the daily maintenance of the CHTPT NO-1; which includes Conservancy or Housekeeping and Janitorial services, regular day to day periodical inspections to keep the CHTPT NO-1 fully operational at all times of operation. The Housekeeping and Janitorial services shall cover the entire CHTPT NO-1 including all its built structures, open areas, Parking area, semi open areas, landscape, boundary wall, entry & exit Gates, tangible and intangible assets within the project site. **The Operator shall ensure regular cleaning and maintenance of the parking infrastructure, including ramps, curbs, signage, markings, and parking spaces in a clean condition along with proper waste management.**

5.2.5 The Operator shall be totally responsible for the maintenance, management and operation of the additional **TEMPORARY/Portable facilities** installed by him, viz Operator's Office building, Canteen building, , Commercial petty shops, First Aid Centre, Tire puncture cum Minor repair cum Tyre Puncture workshops etc.

6. OPERATION OF THE CHTPT NO-1

- i. The "Operator" shall operate the Customs House Truck Marking Terminal (CHTPT NO-1) throughout the Contract Period for all the 24 hours of a day or such period as may be specified from time to time by the Authority.
- ii. The Operator shall man and operate the exits and the entrance to the CHTPT NO-1 and shall make note of all persons, vehicles entering or leaving the CHTPT NO-1 and issue necessary entry exit slips as per the "Standard Operating Procedure" adopted in consultation with Authority. **In this regard**, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users. The Operator shall appoint adequate number of personnel for

managing and operating the entire CHTPT NO-1 for 24 hours daily or such period as may be specified from time to time by the Authority for the entire Contract period to fulfill its obligations under this scope of work.

- iii. The Operator shall streamline the movements Tankers, Trailers and Trucks received for Parking and facilitate the users to safely park their vehicle without damaging the Parking Terminal Structures. Operator shall ensure effective traffic management strategies to optimize the flow of vehicles within the parking spaces.
- iv. The Operator shall allot the parking slots to all the EXIM and Coastal Cargo vehicles within the CHTPT NO-1. Install appropriate signage and markings to clearly indicate accessible parking spaces and accessible routes.
- v. To collect User Fee/Parking Fee from users, the Operator shall operate the installed **FASTag based parking fee collection system**. **The Parking fee/user fee collected through the FASTag System**, will be automatically credited to the non-operative e-remittance account maintained by the FASTag System Service Provider on behalf of New Mangalore Port Authority. **In this regard**, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users.
- vi. The Operator shall act as a “one point responsibility” for all the activities for the Operation and management of CHTPT NO-1 at all times during the Contract Period and shall coordinate with all departments and officials as necessary during normal course of business to keep the CHTPT NO-1 operable at all times without fail.
- vii. The Operator shall secure the CHTPT NO-1 by providing adequate security through continuous monitoring and take steps to safeguard the CHTPT NO-1 from any damage, malpractices and illegal activities.
- viii. The Operator shall be solely responsible for any loss/damage/theft of Authority’s property.

- ix. All the service/utilities charges such as electricity, water, internet and other RFID/technology related charges shall be borne by the Operator.

7. RESPONSIBILITIES OF THE OPERATOR

- 7.1 The Operator shall obtain all Applicable statutory Permits required for Operation, Management and Maintenance of the Terminal in conformity with the Applicable Laws and be in compliance with thereof at all times during the Contract Period.
- 7.2 The Operator shall be responsible for streamlining the Tankers, Trailers and Trucks received for Parking and facilitate the users to safely park their vehicle without damaging the Parking Terminal Structures.
- 7.3 The Operator shall appoint adequate number of reliable Staff, possessing good moral and character, who are competent to control the traffic. The Operator shall furnish their names to the Authority. The Staff/Workers engaged by the Operator shall wear on Duty uniform and also Identity Card issued by the Operator.
- 7.4 The Operator shall make timely payments towards use of all utilities and properties such as Water consumption Charges, Electricity Charges, Goods & Service Tax, and any such other incidental charges related to the use of the property, throughout the Contract Period. The "Operator" shall be responsible for payment of water supply and electricity charges according to usage on time and furnish the receipts of payment to the Assistant Estate Manager and there should not be arrears for payment. All service/utilities charges shall be borne by the Operator.
- 7.5 The Operator will be entirely responsible to address all users' grievances regarding the facilities, during the Contract Period.
- 7.6 The Operator shall market, operate and/or sub contract/rent out the revenue area i.e. the Canteen, Cafeteria, Petty Shops, Tyre Puncture cum Minor repair cum Tyre Puncture shops etc. as per the terms and the conditions of the "Contract Agreement/Tender Document" and with approval of Authority.
- 7.7 Complaint/Grievance Register: The Operator shall establish and maintain Complaint register for receipt and disposal of maintenance complaints which are made by the occupants and users

- of CHTPT NO-1. This is the basic document maintained with the Operator and shall detail the date of the complaint, complaint type, category and remedial measures taken up to resolve the complaint.
- 7.8 Provide sign boards detailing the Parking fee/user charges approved by the Authority at a prominent place in 3 languages, viz (i) Hindi (ii) Kannada and (iii) English.
- 7.9 Telephone numbers of Operator's and Authority's representatives for registering feedback and complaints should also be displayed.
- 7.10 Provide directional sign boards to indicate entry and exit of vehicles. The Operator shall procure, erect and install necessary signs and signages within and in the neighborhood of the CHTPT NO-1 to guide the users about the directions to the CHTPT NO-1. Such signs shall be directional, Caution and informational signs only. No advertisements in such signage shall be allowed.
- 7.11 The "Operator" shall appoint helpers for cleaning and conservancy of the Parking area and Temporary utility buildings installed by the Operator for all the 24 hours of a day or such period as may be specified from time to time by the Authority.
- 7.12 The "Operator" shall Clean or maintain the terminal in good and usable conditions. The Cost of consumables required for cleaning shall be borne by the "Operator". The "Operator" shall remove objectionable matter or take necessary action to remove foul smelling matters, if any from the premises and surrounding area to the satisfaction of the Authority.
- 7.13 If the "Operator" does not adhere to the above scope of work and conditions of contract, Authority shall have the right to cancel the work order/Contract without notice.
- 7.14 The "Operator" shall maintain sufficient number of separate dust Bins to collect the Organic and inorganic wastes generated by the visitors. The waste so collected shall then be scientifically disposed by the "Operator" on day to day basis or handed over to the local municipal solid waste management system.
- 7.15 Operator shall be Responsible for and provide security at the parking Terminal, and shall report crimes in parking Terminal to Panambur Police Station and NMPA without fail. If any Vehicle is

parked beyond 4 days without proper intimation, it shall be reported to Panambur Police Station and NMPA immediately.

7.16 The Operator at his own discretion may demand sufficient identity proof from the users to allow the parking space. The probable proof may be Company Letter to which the User operates, Voters ID, Aadhar Card/Pan card, Photo Identity Card issued by Government or Employer etc.

7.17 The Operator shall pay wages to the employees not less than the Minimum Wages stipulated under the statutory regulations.

7.18 Compliance and Adherence to statutory and regulatory guidelines

a. Operator shall ensure compliance with relevant laws, regulations, and data protection requirements pertaining to the operation and management of parking spaces.

b. Operator shall Implement appropriate security measures to safeguard user data and prevent unauthorized access or data breaches.

8. REVENUE AREAS AND OPTIONS FOR OPERATOR

8.1 **The Operator is permitted to provide following** Value added services, by utilizing minimum extent of Truck Parking Terminal area, as stated below :-

Sl No	Name of the Value added Service	Maximum permissible Area (Sqm)
1	Canteen/Cafeteria, Tea Stall	50
2	Minor repair cum Tyre Puncture shops	20
3	Petty shop	10

The Operator is permitted to fix and collect the charges for Value added Service as per his pricing strategy. The amount collected in respect of the said Value added Services need not be remitted to Authority. The aforesaid Value added Services may be operated by the Operator as per his business model, for purpose of the revenue generation. Operator shall be allowed to market and sub- contract the Value added Services such that “Sub-Contracts” shall be for a maximum

period up to the term of the Contract Period. The Operator shall appoint the Sub-Contractor in confirmation to approval of the Authority.

8.2 Advertisements - The Operator may develop market and collect revenue from Outdoor Advertisement spaces within the CHTPT NO-1 as per the applicable laws and regulations, with approval of Authority.

8.3 Additional Facilities & Amenities - The Operator may create additional facilities and amenities within the CHTPT NO-1, without compromising the Parking area, to generate additional revenue with approval of Authority. Such facilities shall be ancillary to the main business carried out within the CHTPT NO-1 and shall relate to transport and logistics sector or shall be convenience services catering to users of CHTPT NO-1 and which are lawfully permitted.

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E-Tender for Operation, Management And Maintenance of renovated Truck Parking Terminal, situated opposite to Customs House building at New Mangalore Port by using the installed FASTag based parking fee collection system.

SCHEDULE - A

**CIVIL ENGINEERING DEPARTMENT
NEW MANGALORE PORT AUTHORITY**

**E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF
RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO
CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE
INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM**

SECTION –V

LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER

SI No	Tender document Clause Reference No	Description of documents	Whether uploaded by the Bidder (Yes/No/NA*) and Ref. of Page Number of the Bid
1.	CI No 22 -h.(i) of Instruction to Bidders (I.T.B)	Application for submission of Bid - Annexure-01	
2.	CI No 22-h(ii) of Instruction to Bidders (I.T.B)	“Earnest Money Deposit” Scanned copy of RTGS Payment details for EMD (bid security). Annexure-02	
	CI No 22-h(ii) of Instruction to Bidders (I.T.B)	“Earnest Money Deposit” Scanned copy of Bank Guarantee towards EMD (bid security). Annexure-02A	
3.	CI No 22-h(iii) of Instruction to Bidders (I.T.B)	“Tender Cost” Scanned copy of NEFT Payment details towards cost of tender - Annexure -03	
4.	CI No 22-h(iv) of Instruction to Bidders (I.T.B)	Declaration in case of MSE registered Bidders- Annexure -04	
5.	CI No 22-h(v) of Instruction to Bidders (I.T.B)	Details of Bidders as per Annexure-05	
6.	CI No 22-h(vi) of Instruction to Bidders (I.T.B)	Details of eligible works executed or under progress – Annexure -06	
7.	CI No 22-h(vii) of Instruction to Bidders (I.T.B)	Financial stability statement duly certified by Chartered Accountant – Annexure 07	
8.	CI No 22-h(viii) of Instruction to Bidders (I.T.B)	Copy of the Income tax PAN Card/Certificate- Annexure -08	
9.	CI No 22-h(ix) of Instruction to Bidders (I.T.B)	Copy of GST registration certificate – Annexure -09	
10	CI No 22-h(x) of Instruction to Bidders(I.T.B)	The Bidder shall be registered with ESI, PF commissioner. Certificate to that effect shall be submitted as a proof for the same, as Annexure 10	
11	CI No 22-h(xi) of Instruction to Bidders(I.T.B)	In case the Bidder does not possess valid ESI/PF registration certificates, an undertaking to the effect that in case the Bidder turns out to be successful Bidder, the Copy of the valid ESI/PF registration certificates shall be submitted by him before entering into Contract Agreement. Annexure -10A.	

12	CI No 22-h(xii) of Instruction to Bidders(I.T.B)	An undertaking to the effect that Bidder has not been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, shall be uploaded as Annexure -11.	
13	CI No 22-h(xiii) of Instruction to Bidders (I.T.B)	An undertaking that the Bidder has read and accepted all the terms and conditions of the tender document along with addendum /corrigendum , if any as per Performa at Annexure -12.	
14	CI No 22-h(xiv) of Instruction to Bidders (I.T.B)	Copy of the Power of attorney in favour of the person authorized to sign and submit the Tender document. Annexure -13.	
15	CI No 22-h(xv) of Instruction to Bidders (I.T.B)	Proforma of undertaking that no changes have been made in the Tender document that has been downloaded. Annexure -14	
16	CI No 22-h(xvi) of Instruction to Bidders (I.T.B)	Bank Details for refund of EMD through RTGS– Annexure -15	
		Bank Details of Bidder for payment of remuneration through e-payment Annexure -15A	
17	CI No 22-h(xvii) of Instruction to Bidders (I.T.B)	Pre-Contract Integrity Pact Agreement. - Annexure-16	
		Undertaking that the bidder has not made any payment or illegal gratification to any person/authority connected with the bid process- Annexure-16A	
		Statement disclosing payment made / proposed to be made to the intermediaries in connection with the bid - Annexure-16B.	
18	CI No 22-h(xviii) of Instruction to Bidders (I.T.B)	An undertaking to the effect that Bidder has no long pending mutually admitted Port dues Annexure -17.	
19	CI No 22-h(xix) of Instruction to Bidders (I.T.B)	Income Tax return filed during the last 3 years	

NA*- Not Applicable

Tenderer's Signature with seal

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

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

SECTION-V

APPLICATION FOR SUBMISSION OF BID

No:-.....

Dated:

To,

The Chief Engineer (Civil),
New Mangalore Port Authority
Panambur, Mangalore-575010

Sub: Bid for Operation, Management and Maintenance of renovated Truck Parking Terminal, situated opposite to Customs House Building at New Mangalore Port; through e-tender process

Dear Sir,

With reference to your Tender document No **CE/SE(C-II)/EST/TRKPAK-OPT/2024-25**, I/we, having examined the Tender document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the NMPA will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in Annexures 1 to 15 is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the Operation, Management and Maintenance of renovated Customs House Truck Parking Terminal , the aforesaid Project.

3. I/ We shall make available to the NMPA any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of the NMPA to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial NMPA or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public NMPA nor have had any contract terminated by any public NMPA for breach on our part.
6. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Tender document, including any Addendum issued by the NMPA;
 - b. I/ We do not have any conflict of interest that may affect the Bidding process and understand that we may be disqualified if deemed to have conflict of interest.;
7. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 40-Section-II, "Instruction to Bidder"** of the Tender document, in respect of any Tender or request for proposal issued by or any agreement entered into with the NMPA or any other public sector enterprise or any government, Central or State; and
8. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section II** of the Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause 11 -Section-II, "Instruction to Bidder"** of the Tender document.
10. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Technical and Financial Capacity criteria and meet(s) all the requirements as specified in the Tender document and are/is qualified to submit a Bid.

11. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a Regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/ We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NMPA in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
- 17. I/ We agree to collect Parking fees/ User charges/ levies from users of the CHTPT NO-1 as per the authorities approved scale of Charges given at Appendix B of the Tender document using Fastag based parking fee collection system**
18. With reference to your Tender document No **CE/SE(C-II)/EST/TRKPAK-OPT/2024-25** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.
 - a. The Bid is unconditional and unqualified.
 - b. All information provided in the Bid and in the Annexure is true and correct.
 - c. This statement is made for the express purpose of qualifying as a Bidder for the Operation and Management of the Customs House Truck Parking Terminal.
 - d. I/ We shall make available to the NMPA any additional information it may find necessary or require to supplement or authenticate the Bid.
 - e. I/ We acknowledge the right of the NMPA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

- f. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a “Contract Agreement” and agree to abide by the same.
- g. I/We have studied all the Bidding Documents carefully and also surveyed the project Site. We understand that except to the extent as expressly set forth in this Tender, we shall have no claim, right or title arising out of any documents or information provided to us by the NMPA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of project.
- h. The Revenue Share for the bid by me/us has been quoted by me/us after taking into consideration all the terms and conditions and financial assistance as stated in Tender, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
- i. I/We offer a Bid Security/EMD of Rs. _____ (Rupees _____ only) to the NMPA in accordance with the Tender Document.
- j. The Bid Security/EMD for the bid by me/us in the form of Cash/RTGS deposit/Bank Guarantee is made and proof attached.
- k. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
- l. I/We hereby submit our Financial Bid for the project as per “Online Spread Sheet format” for undertaking the aforesaid Project in accordance with the Bidding Documents and the “Contract Agreement”.

In witness thereof,

I/ we submit this application under and in accordance with the terms of the Tender document.

Yours faithfully,

Date: _____ (Signature, name and designation of the Authorised Signatory)

Place: _____ Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

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

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

SECTION-V

EARNEST MONEY DEPOSIT

A. EMD Details.

Sl. No.	SPACE/Plot No	NEFT/RTGS transaction No	Date	Name of the Bank	Amount (Rs)
1.	CHTPT NO-1				

(Name and Signature of the Authorised Signatory)

NOTE:-

- The Photo copy of the RTGS/NEFT transaction document towards EMD deposited by the Bidder shall be uploaded along with the Bid.

Annexure-2-A

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

In consideration of the Board of Trustees of the New Mangalore Port (hereinafter called 'the Board', which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) having agreed to accept from _____ having office at _____ (hereinafter called 'the said Tenderer, which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender ___ dated, in connection with the **E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM** (hereinafter called 'the said tender') for due observance of the said tenderer of the stipulations to keep the offer open for acceptance for a period of 180 days from the date of opening of the e-tenders, to execute an agreement within the time specified, furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs. _____ (Rupees -- only).

We, _____ Bank, do hereby undertake to pay on demand to the Board the sum of Rs. _____ (Rupees _____ only) in the event of the said tenderer having incurred forfeiture of the earnest money as aforesaid for the breach of any of the terms and conditions stipulated aforesaid and contained in the said tender.

We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect till _____ and our liability under this Guarantee shall be discharged if the demand for payment is not made within months from the date of expiry or the extended date of expiry of the guarantee and encashable at Mangalore.

We, _____ Bank, lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Board in writing.

The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in case such an eventuality arises.

This guarantee shall remain in force till _____ and unless a demand or claim in writing is made on us within three calendar months from _____ or earlier, all the rights of the Board under this Guarantee, shall lapse on _____ and we shall be relieved and discharged from all liabilities there under.

Dated _____ day of _____ 2014

NOTE:

- The Photo copy of the BG submitted by the Bidder shall be uploaded along with the Bid.
- The original document shall be submitted by post or by hand immediately after the closing date for submission of online e-tender

CIVIL ENGINEERING DEPARTMENT
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E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

SECTION-V
TENDER DOCUMENT FEE / TREASURY RECEIPT

B. Tender fee Details.

Sl. No.	NEFT/RTGS transaction No	Date	Name of the Bank	Amount (Rs)
1				

(Name and Signature of the Authorized Signatory))

Note:

* The Photo copy of the RTGS/NEFT transaction document towards purchase of Tender document shall be uploaded along with Envelope-1

Annexure-4

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

SECTION-V

DECLARATION TO BE SUBMITTED IN CASE OF MICRO AND SMALL ENTERPRISES

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010.

Sir,

we hereby declare as under-

1. We are a Micro / Small Enterprise, as on bid closing date of this tender.
2. We are a Manufacturer of the quoted supply item(s) / service provider for quoted services and valid documentary evidence for same is submitted.
3. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
4. We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection / cancellation of order / subjected to appropriate actions as per tender Terms & Conditions.

(Name and Signature of the Authorised Signatory)
(With Company Seal & Signature)

Note:

- * The Bidder shall upload the above undertaking on Letter head along with following documents
- i. **valid documentary evidence for being the Service Provider for quoted services**
 - ii. **The proof of them being MSE registered**

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SECTION-V

BIDDER DETAILS

1.	Name of the Bidder	
2.	Country of Incorporation/Registration	
3.	Date of incorporation /Registration	
4.	Address of the corporate head quarters/Association and its branch office(s),if any, in India:	
5.	Brief description of the Company/Association including details of its main lines of business and proposed role and responsibilities in this Project	
6.	Details of individual(s) who will serve as the point of contact/communication for the Authority:- (a)Name: (b) Designation: (c) Postal Address: (e)Telephone Number: (f) E-Mail Address: (g)Fax Number:	
7.	Particulars of the Authorized Signatory of the Bidder: a)Name: (b) Designation:	

	(c) Postal Address: (e) Telephone Number: (f) E-Mail Address: (g) Fax Number:	
8.	Parent Company, if any	
9.	Brief description of the Bidder's understanding about the project for which the Tenders have been invited	
10.	Details of existing business, if any, in the Port with details	
11.	Brief details of structures/facilities proposed to be Erected/constructed.	
12.	Likely date of commencement of operation	Not applicable
13.	Likely date of commissioning of the facility (It should be within 6 months from the date of commencement of project)	Not applicable

(Name and Signature of the Authorised Signatory)
(With Company Seal & Signature)

Note:

- * Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company shall be uploaded along with the Bid.

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Panambur, Mangalore-575010
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E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

SECTION-V

Bidder shall furnish Details of “eligibility works experience” as per Section-I, **Clause 5** “**MINIMUM ELIGIBILITY CRITERIA**” of “Tender Notice” and documentary evidences

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number :

Sl No	Description	Bidder to fill up the details here
i.	Name and Address of the Client	
ii.	Title of the Eligible Assignment/Work	
iii.	Date of commencement of the Eligible Assignment/Work	
iv.	Date on which completed or date of completion of the Eligible Assignment /Work in case of ongoing work	
v.	Value of work completed. (ie) actual amount of user fee/Parking fee collected by the prospective Bidder from the Users by using FASTag based fee collection system ; in any One (1) year during the Contract period.	
vi.	Reference No of the uploaded Work Order of the Eligible	

	assignment	
vii.	Reference No of the uploaded Client Work Completion Certificate. Please note that, In case of work done for any private entity, the work experience certificate / completion certificate will be considered if issued only by duly incorporated entities under the Companies Act 1956/2013, duly supported by copies of TDS Certificates issued by such entity or referring to Form 26AS of the tenderer.	
viii.	Account statement certified by the client to certify the value of work stated under Sl. No (v) above	
ix.	Name, telephone no, and email ID of the client's representative	
x.	Description and Scope of Work	

(Name and Signature of the Authorised Signatory)

Note:

- i. Eligible Assignment/work that would be considered is only works **similar in nature to** either “(i) Operating, Managing and Maintaining a Smart Truck Parking Terminal or (ii) operating and managing a Toll Plaza”, and in both the works, Parking Fees or User Fees collected from users by **using FASTag based fee collection system.**
- ii. The * value of similar work would be the actual monthly average amount* paid by the Bidder to the Licensor/employer in terms of User Fee/Parking fee collected from the users or License Fee [*Exclusive of GST/TCS] during the entire currency of the contract/license period or successfully completed portion of the contract/license period.
- iii. It is mandatory for the Bidder to submit following Documentary proof with respect to the eligible similar work referred by the Bidder
 - a. Work Order/Lol of the eligible assignment

- b. Work experience certificates / completion certificates from the client clearly indicating the nature/scope of work, actual start and completion date and actual Value of work.
 - c. Value of successfully completed portion of any ongoing work up to the last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria.
 - d. In case of work done for any private entity, the work experience certificate / completion certificate will be considered if issued only by duly incorporated entities under the Companies Act 1956/2013, duly supported by copies of TDS Certificates issued by such entity or referring to Form 26AS of the tenderer.
- iv. The offers submitted without aforesaid documentary proof shall not be evaluated.
- v. After opening of Tenders in the e-Portal, the work experience credentials (work experience certificate along with other documents if any) of all the Bidders shall be sent for verification & certification to the concerned clients(s). In case of any concealment or misrepresentation of facts, **the Bidder, its group, its Holding/Parent company and its subsidiary companies shall be debarred from participating in the Tenders invited by the Authority for a period of 2 years from the date of debarment.**

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this along with the Bid.*

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SECTION-V

FINANCIAL DATA (Duly Certified by C.A)

A. Average financial turn over for the last three years ending on 31-03-2022.

Sl. No.	Financial Year	Financial Turn Over(In lakhs)	Net Worth (In lakhs)
1	2020-2021		
2	2021-2022		
3	2022-2023		

(Name and Signature of the Chartered Accountant)

Name and Signature of the Authorised Signatory)

NOTE :-

- Financial Turnover Statement should be certified by the Statuary Auditor with his stamp, signature membership number & Unique Documents Identification

Number (UDIN). Herein annual Turnover shall mean turnover from all sectors(s) of business (es) of tenderer.

- ii. The tenderer shall upload audited financial statements including profit-loss account of above mentioned last three financial years.
- iii. If audited balance sheets of last three Financial Years are not submitted, the bid shall be considered as non-responsive and shall not be evaluated

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SECTION-V

COPY OF THE INCOME TAX PAN CERTIFICATE.

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this along with the Bid.*

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SECTION-V**

COPY OF THE GOODS AND SERVICE TAX REGISTRATION CERTIFICATE

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this in Envelope-I*

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SECTION-V**

**COPY OF THE EMPLOYEE STATE INSURANCE (ESI) AND PROVIDENT FUND (PF)
REGISTRATION CERTIFICATES**

- (i) Employee State Insurance Registration Certificate (ESI)
- (ii) Provident Fund (PF) Registration Certificate

(Name and Signature of the Authorised Signatory)

Note:

** The Bidder should upload this along with the Bid.*

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SECTION-V**

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT IN CASE THE BIDDER DO
NOT PROCESS VALID ESI/PF REGISTRATION CERTIFICATES DURING THE
SUBMISSION OF BID AND IN CASE THE BIDDER TURNS OUT TO BE THE
SUCCESSFUL BIDDER, THE COPY OF THE SAME SHALL BE SUBMITTED BY HIM
BEFORE ENTERING INTO CONTRACT AGREEMENT WITH THE AUTHORITY**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010
Karnataka, India.

Dear Sir,

I/We(name of Bidder) do
hereby undertake that , in case I/We turn out to be the successful Bidder, the Copy
of the Valid ESI/PF registration certificates shall be submitted by me/we before
entering into Contract agreement with the Authority..

Yours faithfully,

(Name and Signature of the Authorised Signatory)

Note:

* The Bidder Shall upload the undertaking along with the Bid.

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SECTION-V

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT THE BIDDER HAS NOT
BEEN BARRED**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010
Karnataka, India.

Dear Sir,

Sub: Tender for Operation, Management and Maintenance of renovated Truck Parking Terminal, situated opposite to Customs House building at New Mangalore Port by using fastag based parking fee collection system.

I/We hereby confirm and declare that we, M/s -----
-----, is/are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the submission of subject Tender.

Yours faithfully,

Signature :

Name & Designation :

Note:

* The Bidder Shall upload the undertaking in Envelope-I.

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SECTION-V

**PROFORMA OF UNDERTAKING TO THE EFFECT THAT THE BIDDER HAS READ
AND ACCEPTED ALL THE TERMS AND CONDITIONS OF THE TENDER DOCUMENT
ALONG WITH ADDENDUM /CORRIGENDUM , IF ANY.**

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010

Dear Sir,

I/We(name of Bidder) do hereby undertake that I/we have read and accepted all the terms and conditions of the Tender document No **CE/SE(C-II)/EST/TRKPAK-OPT/2024-25** and in case, I/We turn out to be the successful Bidder, I/We shall submit the duly signed Tender document No **CE/SE(C-II)/EST/TRKPAK-OPT/2024-25** along with the Corrigendum/Amendment, issued by the Authority, if any; before entering into Contract agreement with the Authority.

Yours faithfully,

(Name and Signature of the Authorised Signatory)

Note:

* The Bidder Shall upload the undertaking along with the Bid. and in case the Bidder turns out to be the Successful Bidder, the hard copy of the duly signed Tender document along with the Corrigendum shall be submitted by the Bidder to the department for executing the Agreement.

Annexure-13

FORMAT OF POWER OF ATTORNEY

Know all men by these presents, we, (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as “Operator” for the **“E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM**, proposed to be developed by the NEW MANGALORE PORT AUTHORITY (the “Authority”) and “Operator” including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**
For(Signature, name, designation and address)

Witnesses:

Self Certified

Accepted

(Signature, name, designation and address of the Attorney)

(Name and Signature of the Authorised Signatory)

Note:

- The Self Certified copy of the POWER OF ATTORNEY shall be uploaded along with the Bid.
- The Bidder should submit for verification the extract of the charter documents and other

documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

- The Original power of attorney ie. **Annexure 12** on non judicial stamp paper (Rs 100) shall be submitted by post or by hand so as to reach the Chief Engineer (Civil); immediately after the closing date for submission of online e-tender.

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SECTION-V

PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED.

To

The Chief Engineer (Civil),
NEW MANGALORE PORT AUTHORITY,
Mangalore 575010
Karnataka, India.

Sir,

Wedo hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender No. **CE/SE(C-II)/EST/TRKPAK-OPT/2024-25**

Yours faithfully,

Name and Signature of the Authorised Signatory)

Note:

* The Bidder should upload this along with the Bid.

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SECTION-V

DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E PAYMENT SYSTEM FROM NMPA.

Name of the party	
Bank Account No	
Account Type (Savings/ Current/ Overdraft)	
Bank name	
Branch Name	
IFSC Code Number (11 Digit)	
Centre (Location)	
MICR No	
Bank Fax No	
Bank e-mail ID if any	
Mobile No	

(Name and Signature of the Authorised Signatory)

Note:

- **The Bidder shall fill in the aforesaid details and upload along with the Bid. to enable the Port to refund the EMD of unsuccessful Bidders through RTGS.*

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SECTION-V

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.

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SECTION-V

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the Board of Trustees of New Mangalore Port Authority acting through **Shri Shekhar Balwant Lagwankar**, ,Chief Engineer (Civil) (Name & Designation of the Officer), New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his representatives, successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his heirs, executors, administrators, Legal representatives, successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for _____ and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 1. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

- 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any

electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum payable at Panambur/ Mangalore to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security/Guarantee in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security/Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the

- 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission
Name and Address of the Monitor :

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.6 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.7 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law"; amended from time to time. The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

Note:

- The Bidder should upload this in Envelope-I
- The original document shall be submitted by post or by hand immediately after the closing date for submission of online e-tender

Annexure-16A

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

TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT; THROUGH E-TENDER PROCES.

SECTION-V

PROFORMA OF UNDERTAKIN REGARDING ILLEGAL METHODS FOR INFLUENCING BID PROCESS.

To

The Chief Engineer (Civil),
New Mangalore Port Authority,
Mangalore 575010
Karnataka, India.

Dear Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process of tender No.....so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.

Yours faithfully,

Signature _____ :

Name & Designation _____ :

Note:

* The Bidder should upload this in **Envelope-I**

Annexure-16B

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

TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT; THROUGH E-TENDER PROCES.

SECTION-V

PROFORMA OF DISCLOSURE OF PAYMENT MADE/ PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE BID

To
The Chief Engineer (Civil),
New Mangalore Port ,
Mangalore -575010.
Karnataka, India.

Dear Sir,

I/We have made/proposed to make the following payments in connection with the bid No. _____

1. _____ to Mr./Ms./Messrs _____(Name and Address)
2. _____ to Mr./Ms./Messrs _____(Name and Address)
3. _____ to Mr./Ms./Messrs _____(Name and Address)

Yours faithfully,

Signature

Name & Designation

Note :

- In case no payment is made or proposed to be made a Nil" statement shall be uploaded in Envelope-I.
- The Bidder should upload this in Envelope-I

Annexure-17

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

TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT; THROUGH E-TENDER PROCES.

SECTION-V

UNDER TAKING FOR NO LONG PENDENCY OF MUTUALLY ADMITTED PORT DUES

To

The Chief Engineer (Civil),
New Mangalore Port Authority,
Mangalore 575010
Karnataka, India.

Dear Sir,

I/We do hereby certify that, as on date there are no mutually admitted long pending dues (more than 1 year from the due date) payable by me/us to NMPA.

Yours faithfully,

Signature :

Name & Designation :

Note:

- **Bidder shall submit a self-certified certificate certifying the non-pendency of mutually admitted Port dues. Undertaking to this effect shall be uploaded along with the Technical Bid in Envelope-I*

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

TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT; THROUGH E-TENDER PROCES.

SECTION-V

INCOME TAX RETURN FILED FOR THE LAST 3 FINANCIAL YEARS ENDING 31st MARCH OF FINANCIAL YEAR 2023. [i.e. FOR THE FINANCIAL YEARS (I) 2020-2021, (II) 2021-2022 AND (III) 2022-2023

- (I) Financial Year 2020-2021, (Assessed in the Year 2021)
- (II) Financial Year 2021-2022 (Assessed in the Year 2022) and
- (III) Financial Year 2022-2023 (Assessed in the Year 2023)

Yours faithfully,

Signature :

Name & Designation :

Note:

*Bidder shall upload self-certified income tax return filed certificates for the last 3 financial years ending 31st march of financial year 2023. [i.e. for the financial years (i) 2020-2021, (ii) 2021-2022 and (iii) 2022-2023 along with the Technical Bid in Envelope-I

APPENDIX - A

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

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

FORM OF AGREEMENT (DRAFT)

THIS AGREEMENT made on the _____ day of _____ 2021 BETWEEN NEW MANGALORE PORT AUTHORITY (hereinafter called "the Authority") of the one part and _____

(hereinafter called "the Operator") of the other part WHEREAS the Authority is desirous that certain works should be executed by the Contractor, Viz – "Operation and management of K K Gate Truck Parking Terminal (WBM Surface), on northern side of beach road at New Mangalore Port" and has accepted a Tender by the Operator 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 Intent ;
 - b) The Said Tender ;
 - c) The Conditions of Contract (Section-III, IV and V)
 - d) The Specifications;
 - e) The Drawings;

- f) The Bill of Quantities and
 - g) The Addenda
 - h) Letters exchanged between the Authority and the Operator upto the issue of Letter of Intent, as separately listed and annexed here to.
3. In consideration of the payments to be made by the Authority to the Operator as hereinafter mentioned the Operator 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 Operator 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...../2021-22.

Signed and delivered by (on behalf of Operator)	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

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

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)

Note:

- **The successful Bidder shall not collect charges more than the aforesaid scale of rate.*

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

FORM OF TENDER

E-TENDER FOR OPERATION, MANAGEMENT AND MAINTENANCE OF RENOVATED TRUCK PARKING TERMINAL, SITUATED OPPOSITE TO CUSTOMS HOUSE BUILDING AT NEW MANGALORE PORT BY USING THE INSTALLED FASTAG BASED PARKING FEE COLLECTION SYSTEM

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

PRICE BID

Sl no	item description	Bidder's offer in percentage Over the Total monthly User Fee/Parking Fee that would be collected in a month	Bidder's offer in percentage Over the Total monthly User Fee/Parking Fee that would be collected in a month
		(in Fig)	(in Words)
1	2	3	6 = 4 + 5
1.	Monthly remuneration in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users; towards having executed the work of "Operation Management and Maintenance of CHTPT No-1, as per the Tender conditions & Terms of Reference stipulated under Section IV of the Tender document.	To be entered directly in the provision available in e-portal	Will be automatically converted by the e-Portal

Note:

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

- i. To collect User Fee/Parking Fee from users, the Operator shall operate the installed **FASTag based parking fee collection system. In this regard, the Operator shall train at least two of his employees to operate the FASTag system installed in the Truck Parking Terminal for collecting the Parking/User fees from the users. The Parking fee/user fee collected through the FASTag System, will be automatically credited to the non-operative e-remittance account maintained by the FASTag System Service Provider on behalf of New Mangalore Port Authority. The monthly Bank account statement of the e-remittance account, which would depict the day to day User Fee/Parking Fee collected, shall be provided to the Operator by the Authority.**
- ii. In the provisions available in the e-Portal (ie) in the Price Bid, the prospective Bidders are required to quote/upload their monthly remuneration towards carrying out the work of Operation, Maintenance and Management of the Truck Parking Terminal CHTPT No-1. The monthly remuneration shall be quoted in

terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in a month from the Users. (inclusive of applicable program management fees (PMF) for Parking fee through FASTag as per guidelines issued by IHMCL or any Regulatory Body from time to time)

For ex:- If the Total monthly User Fee/Parking fee collected in the month of January is Rs 10,00,000 and the Operator's monthly remuneration quoted in terms of percentage of the Total monthly User Fee/Parking Fee is 5%, then as per the above condition the Monthly remuneration payable to the Operator for having carried out the Operation, Management and Maintenance of CHTPT No-1 work during the month of January would be 5% of Rs 10,00,000. (ie) Rs 50,000/-. The monthly remuneration of Rs 50,000/- plus applicable GST will be credited to the Operator's Bank account through RTGS/NEFT within 15 working days from the date of submission of Bill in full shape by the operator to the Authority .

- iii. **Further, for refurbishment of the Revenue components, the Operator is also permitted to provide the Value added Services as stated under Section-I, Clause 3 above and** shall be permitted to fix and collect the charges for Value added Service as per his pricing strategy. The amount collected in respect of the said Value added Services shall not be remitted to Authority.
- iv. The "Operator" for carrying out the **work** of operation, management and maintenance of the Truck Parking Terminal "CHTPT No-1" will be appointed based on **the monthly remuneration quoted in the Price Bid by the Technically qualified Bidder in terms of percentage of the Total monthly User Fee/Parking Fee that would be collected in particular month.**
- v. **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**

Date:

Place:

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

E-Tender for Operation, Management And Maintenance of renovated Truck Parking Terminal, situated opposite to Customs House building at New Mangalore Port by using the installed FASTag based parking fee collection system.

TRUCK TERMINAL –CHTPT NO-1 LAYOUT DRAWING

