



NEW MANGALORE PORT AUTHORITY
Ministry of Ports, Shipping
Govt. of India and waterways

TENDER DOCUMENT FOR
“BI-ANNUAL RATE CONTRACT (ARC) OF NETWORKING ITEMS AND
SERVICES AT NEW MANGALORE PORT AUTHORITY, PANAMBUR,
MANGALORE.”

2025

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

NIT No. **NMPA/ITD/ARC/LAN/2025-26/01**
25/06/2025

DATED:

TITLE OF WORK: TENDER FOR “Bi-Annual Rate Contract (ARC) of Networking items and Services at NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE”.

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., Under My Documents option and these can be selected as per tender requirements and

then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण है, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या **<http://eprocure.gov.in/eprocure/app>** or **<http://newmangaloreport.gov.in>** पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on **<http://eprocure.gov.in/eprocure/app>** or **<http://newmangaloreport.gov.in>** Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दियाकरना होगा। Bidder should arrange for the Bid Security declaration and tender fee as specified in the tender. The original

should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए | The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.

11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए | The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेज़ों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा | 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.

13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवसूद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा

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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.

14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को सरसरी तौर पर अस्वीकार कर दिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।

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

17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने

के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।

After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission 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.

19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should 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. Organization will not be responsible for it.

20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा The time 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.

21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee and Bid security declaration shall be submitted with the Part I- Technical BID. BID submitted without fees and Bid security declaration, as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।

The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा। In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

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SCHEDULE OF TENDER (SoT)NIT No. **NMPA/ITD/ARC/LAN/2025-26/01****DATED:25/06 /2025****NOTICE INVITING TENDER**

NOTICE INVITING TENDER (Through E-Procurement only) E-Tenders are invited by New Mangalore Port Authority through electronic tendering system under two bid system through CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>,

1	Tender No. e-Tender id	NMPA/ITD/ARC/LAN/2025-26/01 2025_NMPT_866161
2	Mode of Tender	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
3	Date of NIT available to parties to download	26/06/05/2025 at 10.00 hrs
4	Start date for submission of online pre- bid queries	27/06/2025 at 10.00 hrs
5	Last date for submission of online pre -bid queries	04/07/2025 at 17.00 hrs
6	Estimated Cost	Rs.20,16,860/- (Rupees Twenty Lakhs Sixteen Thousand Eight Hundred Sixty only) excluding GST
7	Earnest Money Deposit	Rs. 47,600/- (Rupees Forty Seven Thousand and Six Hundred only) 'OR' exemption certificate as per clause No 2.2.1(n) of ITB.
8	Tender Fees	Rs.560/- (Rupees Five Hundred and Sixty only) inclusive of 12% GST - Non-refundable or exemption certificate as per clause No 2.2.1(n) of ITB.
9	Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	07/07/2025 at 10.00 HRS
10	Date of closing of e-Tender for submission of Bid.	16/07/2025 at 15.00 HRS
11	Date & Time of opening of Technical Bid.	17/07/2025 at 16.00 HRS

12	Date & Time of opening of Price Bid	To be communicated separately
13	Contract period	2 years from the date of execution of agreement
14	Validity of Tender	90 days from the date of opening of tender (Tech. Bid)

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

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

E-Tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Sr. Dy. Director(EDP) on behalf of New Mangalore Port Authority for the work of “Bi-Annual Rate Contract (ARC) Of Networking Items And Services At New Mangalore Port Authority, Panambur, Mangalore”.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 Technical Bid shall contain the following :

- a) EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted.
- b) Earnest Money Deposit of **Rs. 47,600/-** (Rupees Forty Seven Thousand and Six Hundred only) - NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- c) TENDER FEE for **Rs. 560/-** (Rupees five hundred sixty only) inclusive of 12% GST - non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by NMPA if any.
- f) Letter Comprising the tender-Annexure-1
- g) Particulars of Bidder - **Annexure - 2.**
- h) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client,
- i) Work Experience as per **Annexure - 3.**

- j) Bank Details of the Bidder for E-Payment – **Annexure - 5.**
 - k) Copies of the GST Registration Certificate and PAN card to be submitted.
 - l) Copies of profit and loss statements, balance sheet and Auditor’s report for the Financial Year 2021-22,202-23 and 2023-24.
 - m) Power of Attorney: - **Annexure - 6**
-

- n) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by Ministry Of MSME shall be exempted of EMD & Tender Fee on producing self-attested supporting certificates along with Technical Bid.
- a) Details of ongoing contracts at NMPA – **Annexure - 7**
- b) Verification of Local Content – **Annexure - 8**
- c) Undertaking on Indemnification – **Annexure - 9**

2.2.2 **Price Bid shall be uploaded only through ONLINE:**

Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

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

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

2.4.1 FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of Rs. 6,05,000/- for the last 3 financial years 2021-22, 2022-23 & 2023-24.

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

Example: If the Average Annual Turnover of the bidder is Rs.3,00,000/- (Rupees Three lakhs only), then the Financial Capacity of the Bidder is considered to be Rs.10,00,000/-(Rupees Ten lakhs only). If the contractor declares total ongoing works at NMPA of value Rs.4,00,000/- (Rupees Four lakhs only) in **Annexure-7**, then the contractor can Bid only for the remaining

Financial Capacity i.e. Rs.6,00,000/- (Rupees Six lakhs only)}

2.4.2 TECHNICAL CRITERIA

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

One similar completed work costing not less than Rs. 16,13,488/- (Excluding GST)

OR

Two similar completed works each costing not less than Rs. 10,08,430/- (Excluding GST).

OR

Three similar completed works each costing not less than Rs. 8,06,744/- (Excluding GST).

“Similar Work” means **“Rate contract of Networking items and services ”** (or) **“Maintenance Contract of Network”**

- ii) In order to meet the Technical criteria as per clause No.2.4.2.(i) above, the bidder shall submit the following documents along with the technical bid:-
- a. Self attested photo copies of LOA/Work Order/Agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be attached for verification.
- iii) The bidder shall have GST Registration Certificate (in the Bidder’s name) and PAN should be uploaded along with the technical Bid.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:

2.4.3.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance during last Five years such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.

2.4.4 **LAST DATE FOR SUBMISSION OF TENDER:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

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

2.5.1 The contractor may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.

2.5.2 The GST as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.5.3 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

2.6 **AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.6.1 Power of Attorney in favor of signatory/s to the tender, duly authenticated public notary only in the prescribed form as per Annexure -6. The original power of attorney i.e., Annexure -6 to be submitted by post or by hand so as to reach the Sr. Dy. Director(EDP) immediately after the closing date for submission of online e-tender. However, such power of Attorney would not be required if the bid is signed by proprietor or an authorized partner of Director(on the board of Directors) of the bidder. In case the bidder is a partnership firm or limited liability

partnership.

2.7 ONE BID PER BIDDER

2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or

1. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or

2. Submit more than one Tender in this Tendering process.

2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.

2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency

of his tender etc.

2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 Earnest Money Deposit:

2.9.1 The tender shall be accompanied by proof of Earnest Money deposit of **Rs. 47,600/-** (Rupees Forty-Seven Thousand and Six Hundred only) '**OR**' exemption certificate as per clause No 2.2.1(n) of ITB. EMD in the form of Insurance Surety Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online is accepted. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1 (n).

2.9.2 In the event of Tenderer withdrawing his tender before the expiry of tender validity period of **90 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**

2.9.3 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest)

Only on receipt of **Security Deposit cum Performance security** as stipulated in the tender clause **2.20**. In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.

- 2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **21 days** from the date of issue of **Letter of Acceptance**, otherwise penalty @ 0.25% of the amount of the Performance Guarantee for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission shall be levied maximum up to 2.5% of the amount of the Performance Bank Guarantee.
- 2.9.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.
- 2.9.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of two (2) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
 - 2.9.6.1 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.9.6.2 The successful Bidder fails within the specified time limit to:
 - a. Sign the Agreement AND / OR furnish the required Performance security.
 - b. Fail to commence the work on the specified date as per LOA/Work order.
 - c. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
 - d. If any information or representation submitted by Bidder is found to be false or incorrect.
 - e. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10 TENDER VALIDITY: The tender shall remain valid for acceptance for a period of 90 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

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

2.12 LANGUAGE OF TENDER :

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

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

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

2.14 TENDERED CURRENCIES:

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

2.15 PRE BID QUERIES

Not Applicable

2.16 TENDER OPENING AND EVALUATION:

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

2.16.2 SCRUTINY AND EVALUATION OF THE TENDER

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Tender fee (if applicable), EMD (if applicable) and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.

2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually

for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 OPENING OF PRICE BID:

- i. Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- ii. The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- iii. The Bidders has to quote the percentage rate for the subject work in the price Bid format- PART III excluding GST.
- iv. The evaluation shall be done on the basis of total lowest value (L1) quoted. The GST element if any will not be considered for comparison.**
- v. Further, in order to promote the Make in India Initiative by the Government of India, Class 1 Local suppliers shall get purchase preference over Class II local suppliers as well as non Local supplier as per the following procedure (Refer GCC Clause 3.1 definitions) :-
 - a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class I Local supplier, the contract will be awarded to L1.
 - b. If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference,

- and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
- c. In case such Lowest eligible Class- I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I supplier within the margin of purchase preference matched the L1 price, the contract may be awarded to the L1 bidder.

Note: The Class-I local supplier/Class-II Local Supplier shall submit the self attested copy of Annexure-11 compulsorily along with the Bid clearly indicating the percentage of local content (local staffs that the contractor shall be deploying, in case the contract is awarded to him) and provide self certification that the services/items offered meets the local content requirement for Class I supplier/Class II local supplier, as the case may be.

- vi. The Bidder, whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 7 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the **ANNEXURE-10** of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- vii. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- viii. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- ix. **The price Bid with any counter conditions will be**

summarily rejected.

2.17 AWARD OF CONTRACT:

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

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

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

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the **Annexure-3** with such modifications as may be necessary within **14 Days** from the Date

of issue of LOA. The agreement to be executed on a non-judicial Stamp paper of value **Rs.100/- issued from Mangaluru jurisdiction**. The completion period of the contract shall be as mentioned in the LOA/Work order. **The Bidder shall submit 4 sets of Agreement copies at his own cost.**

2.20 PERFORMANCE SECURITY:

Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security remitted by RTGS or Bank Guarantee (BG) for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.

- ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore acceptable by NMPA and cashable at Mangalore. The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-6.
- iv) The Contractors shall furnish the BG by the issuing bank directly to the Port through SFMS mode with ICICI Bank IFSC Code ICICI0000014. This will not bear any interest. Bank Guarantee, obtained from the Nationalized bank / Scheduled bank in the format prescribed shall be in compliance with for a digital confirmation for the Bank guarantee and the BG not complying with this shall not be considered.
- v) **Note:-** i)The Penalty for the delay in submission of the Performance Guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

ii) The performance security shall be complied as per the orders/amendments issued by the Authorities

2.21 CORRUPT OR FRAUDULENT PRACTICES

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

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

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT: The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

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

3 GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS:

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms;

- i. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- ii. **Compensation Events** are those defined in Clause No.3.30.
- iii. The **Completion Date** is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Clause No.3.36.
- iv. The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause No. 3.2(iii).
- v. The **Contract Data** defines the documents and other information which comprise the Contract.
- vi. The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- vii. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- viii. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- ix. **Days** are calendar days, **months** are calendar months.
- x. A **Defect** is any part of the Works not completed in accordance with the Contract.
- xi. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

- xii. The **Employer** is the party who will employ the Contractor to carry out the Works.
- xiii. The **Site** is the area defined as such in the Contract Data.
- xiv. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
- xv. **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- xvi. **Engineer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- xvii. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.
- xviii. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
- xix. A **Variation** is an instruction given by the Engineer or his nominee which varies the Works.
- xx. The **Works** are what the Contract requires the Contractor to Supply, install and turn over to the Employer as defined in the Contract Data.
- xxi. **“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- xxii. **“Class – I local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- xxiii **“Class – II Local Supplier“** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- xxiv **“Non Local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- xxv **“Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- xxvi **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- xxvii **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- xxviii **“Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

3.2 INTERPRETATION

- i. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- ii. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- iii. The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Intent and work order.
3. Contractors Bid
4. Contract Data
5. Conditions of Contract including Special Conditions of Contract.
6. Specifications
7. Drawings, if any
8. Bill of quantities and
9. any other documents listed in the Contract Data as forming part of the Contract.

3.3. LANGUAGE AND LAW:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

3.4. ENGINEER OR HIS NOMINEES DECISION:

Except where otherwise specifically stated, the Engineer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

3.5 DELEGATION:

The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

3.6 COMMUNICATIONS: Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

3.7 EMPLOYERS AND CONTRACTORS RISKS:

The Employer carries the risks which this Contract states are Employer's risks and the contractor carries the risks which this Contract states are contractor's risks.

3.8 EMPLOYERS RISKS:

The Employers risks are

- a. In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 1. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 2. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 3. ionizing radiations, or contamination by radioactivity

from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

4. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 5. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 6. Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.
- b. loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - d. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 1. could not have reasonably foreseen, or
 2. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

3.9 CONTRACTORS RISKS:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

- 3.10 SAFETY:** The Contractor shall be responsible for the safety of all activities on the Site.

3.11 POSSESSION OF THE SITE:

The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the start date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

3.12 ACCESS TO THE SITE:

The Contractor shall allow the Engineer or his nominee and any person authorized by the Engineer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

3.13 INSTRUCTIONS:

The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

3.14 DISPUTES:

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

3.15.1 SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB].

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation / Arbitral Award.

3.15.2 **Arbitration:** Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be decided by arbitration as set forth below:

- i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.
- ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
- iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/Chairman's order, making such an appointment shall be furnished to both the parties.
- v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be

‘English

- vi) The Arbitration shall be conducted by the experts from the panel of CIDC-SIAC Arbitration Center.
- vii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- viii) All arbitration awards shall be in writing and shall state the reasons for the award.
- ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

3.16 MANAGEMENT MEETINGS:

1. Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
2. The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

3.17 EARLY WARNING:

1. The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be

provided by the Contractor as soon as reasonably possible.

2. The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

B. QUALITY CONTROL:

3.18 IDENTIFY DEFECTS:

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

3.19 TESTS:

If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

3.19 CORRECTION OF DEFECTS:

1. The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
2. Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice.

3.20 UNCORRECTED DEFECTS:

If the Contractor has not corrected a Defect within the time specified in the Engineer or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL:

3.21 BILL OF QUANTITIES:

1. The Bill of Quantities shall contain items for the supply and carryout installation, testing and commissioning work during contract period.

2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

3.22 VARIATIONS AND ITS VALUATION:

- i. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- ii. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows;
 - a. Increase or decrease the quantity of any work included in the Contract.
 - b. Omit any work included in the contract.
 - c. Change the routes, position and dimensions of any part of the work.
 - d. Execute extra and additional work of any kind necessary for completion of the works.
- iii. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- iv. Provided variation in the quantity of any work will be permitted which is necessary to complete the works where such increase is not the result of any variation order given under this clause but is the result of the quantities exceeding those stated in the bill of quantities. Provided the variation shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such variation shall be deemed to be an order in writing within the meaning of this clause.
- v. No price escalation is allowed. The rate(s) quoted against the work shall remain firm during the entire contract period. Any change in Forex/rate shall not be considered for price variation.
- vi. The purpose of this document is to define the minimum requirements for the supply and installation & Commissioning and documentation of all the items and other activities as per BOQ (Bill of Quantities) attached with tender document, for the Job contractor in performing the work of "Bi- Annual Rate Contract of Networking items and its services", NMPA for two years".

- a. The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b. The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c. All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

3.23 PAYMENTS:

Part-I- Payment will be made on monthly basis after successful completion of work and on receipt of invoice from the firm.

Part-II Payment will be made as per actual quantity of items supplied/work carried out as and when required within specified qty. during contract period.

Note:

Payment along with applicable GST will be released within 15 days subject to recoveries if any, from the date of submission of Tax Invoice after satisfactory completion of monthly work and supply of items as and when required in all respect.

3.24 COMPENSATION EVENTS:

The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable;

- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- d. The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- e. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- f. Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the Contractor will notify the employer, within 14 days in writing. If a compensation event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much the Intended Completion Date shall be extended.

3.25 EXECUTION:

The Contractor shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

3.26 EXTRAS:

Any extra expenses incurred in connection to the Works by the NMPA in the performance of the Works owing to the neglect or omission on the part of the Contractor in any of the case

mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the NMPA may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the NMPA may determine.

3.27 EXISTING SERVICES: The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the Port operation. Any damage/loss caused by the contractor to the Port property, same shall be rectified at his own cost without any delay with the satisfaction of the Engineer.

3.28 COMPLETION PERIOD:

Rate Contract for Networking items and its services for two years from the date of signing of Contract Agreement.

3.29 INSPECTION & TESTS:

- i. The Employer or his representative shall have right to inspect the work being carried out under this Contract and to test the system to confirm conformity with the specifications. The employer shall notify the Contractor in writing of the identity of a representatives retained for these purposes.
- ii. Should any tested systems fail to conform to the specification, the Employer may reject them, and the Contractor shall make suitable alterations with prior approval of Employer to meet the requirements of the specifications, without any effect on cost of delivery times / project schedules.
- iii. The Employer's right to inspect, test and where necessary, reject the system shall be in no way limited or waived by reason of the systems having previously been tested and passed by the Employer or its representatives prior to dispatch of the system.

3.30 MAINTENANCE OF RECORDS/REGISTERS, INSTRUCTION BOOK:

The Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The Contractor shall sign each entry in token of having seen the same. This shall be returned to the EIC in good condition after the completion of the Contract period.

3.31 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their

hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment.

3.32 GUARANTEE PERIOD:

- i. The items to be supplied under this Contract shall be guaranteed for a period of **12 (twelve)** months for **all works** towards satisfactory performance. The Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, Designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.
- ii. If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal of the above mentioned **period of 12 months**, whichever may be later. If any defects are not remedied within a reasonable time, the Port may proceed to do the work at the Contractors' risk and expenses but without prejudice to any other rights, which the Port may have against the Contractor in respect of such defects.

3.33 EXTENSION OF CONTACT PERIOD:

“Rate Contract for Networking items and its services for two years” shall be extended for one more year on mutual agreement.

3.34 DEFAULT OF THE CONTRACTOR & TERMINATION:

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say;

- a. If the Contractor without reasonable cause abandons the Contract or
- b. Suspends the carrying out of the Works for a reasonable time after receiving written notice from the NMPA without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer or
- c. Fails to proceed diligently with the work or
- d. Fails to give the NMPA proper facilities for inspection of the Works of any part thereof for three days after receiving

- notice in writing by the NMPA demanding the same or
- e. The Contractor has become insolvent or
 - f. The Contractor has gone into liquidation or passes the resolution for winding up or
 - g. Upon the Contractor making an arrangement with or assignment in favour of his creditor or Upon his assigning this contract or
 - h. Upon an execution being levied upon the Contractor's good or
 - i. Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the Contractor or
 - j. Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or
 - k. Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the NMPA.

3.35 TERMINATION OF THE CONTRACT

In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than 90 (ninety) days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

- i. In the event of such termination of the contract, NMPA shall be entitled to:
 - 1. forfeit the Performance Guarantee as it may consider fit;
 - 2. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.
- ii. If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to

be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.

- iii. if at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of 90 days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.36 DEBARRING OF BUSINESS DEALINGS:

In the event of premature termination of contract in terms of provisions of clause 3.48 above, NMPA shall also be entitled to debar the Contractor for participation in future tenders of NMPA for a period of three (03) years.

Further, in case if it comes to the notice of NMPA that the Bidder/Contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in such cases NMPA at its sole discretion may disqualify the bid / terminate the contract and debar such Bidder/Contractor for participation in future tenders of NMPA for a period of three (03) years.

3.37 NMPA's LIEN:

The NMPA shall have a lien on and over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the NMPA to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever the NMPA and the Contractor.

3.38 LABOUR LAWS:

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for Networking work.

3.39 ACTS & STATUTORY RULES:

The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the NMPA will take no responsibility for the same.

- i)** The Tenderer must possess documents certifying registration under Employees State Insurance Act, EPF & MP Act and GST.
- ii)** If the Tenderer is not registered under ESI Act and EPF & MP Act for the reasons that he has not employed 10 or more workers as required under said laws, he shall submit an affidavit in this regard that he has never employed 10 or more workers on any given day preceding 12 months from the inception of its operations.
- iii)** The Tenderer to whom ESI Act and EPF & MP Act does not apply, shall mandatorily cover his workers deployed at NMPA site/premises under Employees Compensation Act

Policy declaring proper wages.

- iv) The Tenderer shall submit “Indemnity Bond” as per ANNEXURE - 12 for undertaking to indemnify NMPA both loss/legal expenses incurred in case of any claims filed against NMPA by EPFO/ESIC authorities with regard to the workers of the bidder/contractor.

3.40 SAFETY GEARS:

The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the NMPA shall provide the same and recover the cost there of from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.41 INDEMNIFICATION:

The Contractor shall agree and undertake (ANNEXURE-9) to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor shall also agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. The contractor’s failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- iv. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the

purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

3.42 DAMAGE CHARGES:

In case of failure to restore the complete system within 24 hrs, Damage Charges will be levied/imposed & Rs. 250/- per day and the same will be recovered/adjusted from the bill.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and exclusive of applicable GST. The Employer shall not provide any concessional “C” or “D” Form.
- 4.2 The Contractor should have **valid GST & PAN** - all in the same name (Bidder’s name) and same should be uploaded along with the Technical Bid.
- 4.3 The supply items should have Test Certificates/warranty certificates and the same shall be submitted along with supply of materials.
- 4.4 Delay in making the execution site available to the Contractor will not form a cause for any claims. The Port Authority will inform the Contractor of such possible delay in advance and a suitable extension of time for completion shall be considered.
- 4.5 All related Civil works shall be responsibility of the Contractor. The Contractor should take timely action to complete all civil works in all respects.
- 4.6 Power supply, if available, will be given to the Contractor **on free of cost**. Wherever such source is not available, the contractor has to make his own arrangements. Tapping of power from the source point of NMPA to the required location will have to be arranged by the Contractor at his cost conforming to IE Rules / Standards.
- 4.7 The Contractor has to make his own arrangement for engaging all tools & tackles, testing equipment’s etc.
- 4.8 The Equipment shall be insured in the name of Employer for 110% of Ex-works cost from the place of dispatch to the place of destination & till handing over / taking over of the Equipment to the satisfaction of the Employer.
- 4.9 The Contractor is responsible for taking precautionary measures for the safety of the lives of the workmen working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Contractor. Safety nets, life jackets, Helmets required while working in site and Danger Boards, barricades are

to be provided by the Contractor without any extra cost to the Port Authority.

4.10 The Contractor should ensure, that all necessary arrangements for the safety of others and also his men and materials while performing the work, are well maintained at his cost, risk and responsibility. He should ensure proper watch of the signals by providing barricades, lights, vigils, precautionary measures etc., to ensure safety at his work.

4.11 All rules and regulations governing the New Mangalore Port Authority shall be applicable.

4.12 Any damages caused to the Port property either directly or indirectly shall be made good by the Contractor at his own cost.

4.13 Port entry passes to the Contractor and his workmen and vehicle during the period of work will be issued on a **chargeable basis to carry out the work as per rules.**

Copy of all the Test reports and Guarantee/Warranty certificates are to be presented separately in a folder for records and reference.

4.14 The successful Bidder / Contractor shall furnish an undertaking on their Firm's letterhead for the following before executing the Contract agreement;

- a. We will ensure that our workforce will be provided with and use all necessary safety gears and equipments required for the job.
- b. We will follow all the required safety procedures while executing the job.
- c. We indemnify the Port for any accidents / incidents while carrying out the Contract.

4.15 Addition/Alteration:

The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer in charge.

4.16 Others:

- 1) Accommodation for the deployed staff shall be arranged by the Contractor at his own cost; however the Port quarters may be allotted on chargeable basis if available as per applicable rules of NMPA.
- 2) At the end of the period of contract, all the equipment under this tender shall be handed over to the Port on as is where basis is in good working condition.
- 3) The successful Bidder shall be responsible for insurance of all the manpower & hardware/network supplied and installed by vendor for risk coverage including accidental hazards, death & disability of person, material breakage due to negligence, theft, storm, fire or any other hazards which may occur due to trespassing of vehicles & /or natural adverse climatic conditions and calamities - War, Fire, Cyclone, salinity problems at shore etc.

4.17 The date of commencement of the contract shall be effective from the 7th day of issue of **LOA**.

4.18 Transportation.

The contractor shall make his arrangements for the transport within the premises to carry the material during the execution of work.

The contractor shall not use Port Vehicle to carry out the work without the prior approval of the EIC.

4.19. Confidentiality The Contractor shall treat the details of the work, Data Centre/Data/Security Infrastructure of the Port as Private and confidential, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. The contractor shall sign Non-Disclosure Agreement before the commencement of the Contract.

- 4.20 Any small civil works such as chipping or concrete etc. are covered in this scope of work.
- 4.21 If any complaints received from the department, the contractor shall deploy the staff within one hour of message received from the Officer In-charge for attending any work.
- 4.22 **Tenderer must have the Office at Mangalore.** The ARC is to fulfill the operational requirements of the Port and to resolve/fix the breakdown calls raised by the user departments. Such calls shall be immediately attended and resolve the issues raised by the departments. Therefore, the Tenderer is required to have an office in Mangalore with sufficient Engineers to address the break down calls as and when raised by the Departments. The documents such as Proof of Address shall be submitted in this regard.

5. SCOPE OF WORK

- 5.1** The buildings are provided with structured cabling with fibre backbone. The selected vendor is required to provide cabling services (like cable laying, re-laying, fault rectification and installation of LAN passive components) as and when required by deputing persons to do the cabling jobs.
- 5.2** Provision of Cabling (structured) when new users are added to the existing network or shifting of users to new areas within the building. The officer In-charge will call the vendor's office about the LAN requirement. The vendor will accordingly, visit the site to assess the requirement. NMPA will place the order to carry out the job. The order may be either through formal purchase order or through e-mail. NMPA will pay for the material used like cables, connectors, patch panels, racks, I/O ports etc., and also will pay the cable laying charges separately as per the actual. NMPA will not pay any additional call charges for carrying out the job.
- 5.3** When required, the vendor will deploy manpower for providing structured cabling connectivity on different building by laying OFC, Cat 6 cables, connectors, IO ports, patch panels, racks and other passive network components as per the LAN layout plan of the NMPA. As part of cable laying, if required, the vendor has to arrange for cutting the floor for laying cables and for patching the floor openings.
- 5.4** The successful vendor is required to work in coordination with the other contractors like electrical contractors for laying of cables etc.
- 5.5** The vendor will provide one-year warranty for the structured cabling done along with labelling and documentation.
- 5.6** During the contract period, vendor should supply all materials as mentioned in Bill of material conforming to quality standards and sub-standard items shall not be accepted.

- 5.7** The payment of passive components, PVC casing, laying charges etc., will be paid as per actual usage of material. The material will be ordered from time to time depending upon the requirement and vendor has to supply the material at the cost agreed through this tender process. The prices will be freezed for a period of two years from the date of issue of Purchase order.
- 5.8** The material must include comprehensive on-site warranty of one year from the date of installation and commissioning of the cables, components etc.
- 5.9** The selected firm will not involve third party in implementation of service under this Rate Contract.
- 5.10** Interested agencies may visit the site, if desired before quoting the rates for the items/work.
- 5.11** The firm will, undertake cable laying activities as and when required by the different Department or offices to extend Network connectivity at our request based on accepted rate.
- 5.12** The equipment being taken to the workshop for repair would be at company own risk and expenses.
- 5.13** The replacement of components or equipment shall be as per manufacturer's instruction under orders of IT Division.
- 5.14** Any damage or loss cost to equipment's due to negligence, mishandling shall be made good by contractor either by payment in cash at the prevailing market price of the equipment/items or by replacing equipment/item of same make and specification.
- 5.15** The contractor shall use genuine/original components for replacement wherever needed.
- 5.16** The vendor will replace the old/breakage wires from LAN point to switch and the wires are in loose condition, it will be installed under the conduit pipe/channel installed in NMPA as per the agreed rate.
- 5.17** The articles of hardware to be supplied by the vendor/tenderer should conform to the standard specifications. It must be of good quality,

strength and before installing the hardware, vender shall take the permission from the office.

- 5.18**The tender must be unconditional. If the tenderer imposes any condition, this department may reject tender without assigning any reason.
- 5.19**The rate contract includes supply of LAN items, repair the faulty network and extension of LAN.
- 5.20**NMPA is at the full discretion to pre-informed visit(s) vendor's premises to check the capabilities of the Vendor before and/or after award of tender.
- 5.21**NMPA is at the full discretion to interview the person(S) deputed for Rate Contract to assess the capabilities w.r.t. tender awarded.
- 5.22**In case of need to replace any item/component, the agency shall provide original make genuine parts/components of similar or higher configurations.
- 5.23**The agency shall produce the Cash Memo's/Certificate/Document in proof of providing genuine components to replace the faulty ones; on demand.

Letter Comprising the Tender

Ref.

No.....

..

Date:.....

[To be made in Bidder's Letter Head]

To,

FA&CAO,

New Mangalore Port Authority,

Panambur, Mangalore- 575 010

Karnataka

Sub: Tender for Bi-Annual Rate Contract (ARC) of Networking items and Services at NEW MANGALORE PORT AUTHORITY, PANAMBUR, MANGALORE

Dear Sir,

1. With reference to your bid document dated¹, we, having examined the bid document and understood its contents, hereby submit our Application for Qualification for the aforesaid Project. The Application is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Tender and the documents accompanying such Tender of the Bidders for the aforesaid project, and we certify that all information provided in the Tender is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Tender are true copies of their respective originals.

¹All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant

3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. We acknowledge the right of the Authority to reject our Tender 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. We declare that:
 - (a) We have examined and have no reservations to the bid document, including any Addendum issued by the Authority.
 - (b) We do not have any conflict of interest.
 - (c) 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 and have submitted necessary Undertakings in the prescribed formats.
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid 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.
6. 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.
7. We certify that in regard to matters other than security and integrity of the country, we 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.
8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
9. We further certify that no investigation by a regulatory authority is pending either against us.
10. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bid; we shall intimate the Authority of the same immediately.

11. 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 Authority 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.
12. As required by the Tender, we are submitting herewith the following Attachments which shall form part of this Letter:
 - i) Annexure-II Details of the Bidder
 - ii) Annexure-III Details of Eligible Projects
 - iii) Annexure-IV Financial Capacity of the Bidder
13. The **Power of Attorney for signing of Tender is** also attached herewith in the prescribed format.
14. We agree and undertake to abide by all the terms and conditions of the Bid document.

IN WITNESS WHEREOF, we submit this Tender under and in accordance with the terms of the Bid documents.

Yours faithfully,

For and on behalf of

.....

Name and seal of the Bidder/ Lead Member

Date:

Place:

Annexure -II

PARTICULARS OF BIDDER

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

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

**Signature & seal of
the Bidder**

Annexure -III

PRE-QUALIFICATION OF BIDDERS

WORK EXPERIENCE

Details of payment received for the completed similar work (For similar work, please refer Clause No **2.20.2** OF MEC) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST, ESI & PF) (vi)	Name and contact details of the client (e-mail address and mobile No.) (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information **given** in this Annexure 3 is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted.

Name of the Bidder :
Signature & Seal of the Bidder

Ph No :

Email ID :

NOTE:

- The bidder has to submit the details of payments received for the works executed in **Annexure 3** in full, duly signed and sealed by the bidder. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation.

- Additional sheets may be used if necessary.
 1. *Certificate in original/ notarized from the employer/ owner must be furnished with the following details:*
 - a) *Name of the work*
 - b) *Work order No. and date*
 - c) *Date of Commencement of work*
 - d) *Agreement amount*
 - e) *Date of Completion of work*
 - f) *Actual Amount Paid*
 - g) *Scope of works executed*
 5. *The experience certificate of works executed in private sector/ organization, shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.*
 6. *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project from evaluation.*

FINANCIAL TURNOVER

Tenderer should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

Summaries of actual assets and liabilities for the Last 03 years.

<u>Financial Year</u>	Turnover		
	2021-22	2022-23	2023-24
LAST THREE FINANCIAL YEARS ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

Instructions:

1. *The Bidder shall attach copies of the balance sheets, Profit and loss financial statements and Annual Reports for 3 (three) years with UDIN preceding the Tender Due Date. The financial statements shall:*
 - (a) *reflect the financial situation of the Bidder and its Associates where the Bidders relying on its Associate's financials;*
 - (b) *be audited by a statutory auditor;*
 - (c) *be complete, including all notes to the financial statements; and*
 - (d) *correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).*

2. *The Bidder shall also provide the name and address of the Bankers to the Bidder.*

Signature & Seal of the Tendere

Annexure -V

Tenderer shall furnish Bank information for E-Payment

1	Name and Full address of the Tenderer & e-Mail address	
2	Credit Account No.	
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 digits)	
7	Telephone/Mobile/Fax No. of the Tenderer	
8	PAN (Permanent Account Number)	
9	GST Registration Number with Certificate	
10	TIN No.	
11	Xerox Copy of Cheque and PAN card should be enclosed	

Signature and Seal of the Tenderer

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

FORMAT OF POWER OF ATTORNEY (in original)

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

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

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

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri----- (name, designation & address

of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “Non Comprehensive Maintenance Contract and Rate Contract for spare items for Traffic Signal Light system at Panambur Junction, NMPA for two years”. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to

bind the (name of the Co.) to the arbitration clause included in the contract.

- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there .

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri -----
----- (name & designation of the
Attorney), on this -----
day ----- of -----
-----,
20 (Two thousand -----).

WHEREAS, even though this sub-delegation is signed on this _____
day _____ of _____ 20 (Two
thousand _____
), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub- delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day _____ of _____ 20 _____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

-----By

(Name and Designation of Attorney)

DETAILS OF ONGOING CONTRACTS AT NMPA

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

Sign & Seal of the Contractor

VERIFICATION OF LOCAL CONTENT

Tender No & Name of the work	% of Local Content(Item wise)
N.I.T. No. MPA/ITD/ARC/LAN/2025-26/01 DATED: 14/05/2025" Bi-Annual Rate Contract of Networking items and services at New Mangalore Port Trust Authority, Panambur, Mangalore"	

Note : The bidder shall submit certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per the notification given by Department of Industrial Policy & Promotion (DIPP)

Sign & Seal of the Contractor

UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

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

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

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

Sign and Seal of the Bidder/ Bidders Authorized representative

FORM OF AGREEMENT

[To be engrossed on non-judicial stamp paper of appropriate value in Karnataka issued in the name of New Mangalore Port Authority in two Sets, prior to execution by the Parties]

THIS AGREEMENT made on this theday of 2025 at Mangalore, Karnataka State in India

BY AND BETWEEN

THE NEW MANGLORE PORT AUTHORITY having its registered office and address at the Office of FA&CAO, Panambur, Mangalore – 575010, Karnataka, India, represented by [Name & Designation of the signing authority], (hereinafter called the “**Authority**”, which expression shall, unless repugnant to the context or the meaning thereof, include its administrators, successors and assigns) of the One Part;

AND

..... [name of the Contractor], a company incorporated under the laws of and having its registered office and address at represented by..... [Name & Designation of the signing authority], (hereinafter called the “**Contractor**” which expression shall, unless repugnant to the context or the meaning thereof, include its, successors and permitted assigns) of the Other Part. Each of the “Authority” and the “Contractor” individually called a "Party" and collectively the "Parties".

RECITAL

WHEREAS:

- (A) The Authority invited Bids for Proposal Ref. _____ _ dated_____for Upgradation of Local Area Network at New Mangalore Port Authority Campus (hereinafter called the “Works”);
- (B) After careful consideration and evaluation of the Tenders received against the said Bid document, the Authority has accepted the Bidder’s Offer Ref.____dated __as the same was amended or deemed to have been amended subsequently during the tender opening and evaluation, and issued **Letter of Acceptance** (of the Tender) or **LoA**, Ref.____dated _ _____ _ for execution and completion of the Works for the Project according to the terms & conditions of the Tender and this Contract; at the contract price specified in LoA .

- (C) The Parties now wishes to enter into this Contract for the Works on the terms and conditions of this Contract which have been fully negotiated between the Authority and the Contractor as parties of competent capacity and equal standing.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN AND FOR GOOD AND VALID CONSIDERATION, THE ADEQUACY OF WHICH HAS BEEN ACKNOWLEDGED BY THE PARTIES, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
- 2) In consideration of the payments to be made by the Authority to the Contractor under the Contract, the Contractor shall carry out and complete the Upgradation of Local Area Network at New Mangalore Port Authority Campus work and discharge all the relevant obligations on its part specified in, or to be inferred from, and in all respects in accordance with this Agreement.
- 3) **Contract Documents:**
 - 3.1) The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
 - a) Letter of Acceptance (“LoA”) Ref. _____ dated _____
 - b) “*Schedule of Prices*” and” Schedule of payments on Milestone Completion” as submitted by Bidder.
 - c) Bid Documents in its entirety including all Addendum, Corrigendum and Clarifications duly signed and submitted by the Bidder.
 - d) *All communications exchanged between Authority and Contractor during tender process till issue of LoA.*
 - 3.2) The Contractor hereby declares to have full knowledge and understanding of the contents of all the foregoing documents whether contained in or incorporated by reference therein and accepts all the terms and conditions contained therein. In the event of any ambiguity or conflict between any of the foregoing Contract Documents, or any of the terms & conditions contained therein, the Contractor shall, prior to commencement of the Works, be deemed to have obtained from the Authority or Authority’s Engineer, as the case may be, all necessary clarifications in order to get such ambiguity or conflicts resolved satisfactorily. The order of precedence of the foregoing documents shall be the same as listed herein above.
- 4) **Scope of Work, Price Schedule, Milestone Completion & Payment**

- 4.1) The Contractor shall carry out and complete the Scope of Work as detailed in the bid document
- 4.2) The Contractor hereby warrants and undertakes that the Works shall be executed according to the applicable Codes, quality standards and statutory requirements to the complete satisfaction of Authority and the Authority`s Engineer and when completed shall be fit for the purpose set out in the Contract Documents.
- 4.3) In consideration of full and complete discharge of the Contractor`s obligations under this Contract, the Authority shall pay to the Contractor Contract Price denominated in Indian Rupees as set out in the Schedule of Prices and Schedule of payments on Milestone Completion”.
- 4.4) Any failure by the Contractor to complete or cause to be completed the whole of the Works within the Contract Completion Date including the respectively identified Milestones as per **Milestone Completion & Payment Schedule** or any permitted extensions hereto for any of them for reasons attributable to the Contractor as may be determined by the Authority and the Authority`s Engineer, will entail payment by way of Liquidated Damages for Delay by the Contractor to the Authority as set out in the Contract.

5) **Notices**

- 5.1) Any notice to be given under the Contract shall be sent to the Authority or the Contractor, as the case may be, at the address set forth below:

Authority Contractor: NEW MANGALORE PORT AUTHORITY

_____ *Address: Address:*
Office of FA&CAO

New Mangalore Port

Panambur, Mangalore – 575010

Attn.: Attn.:

Title: Title:

Tel. Tel.

Fax: Fax:

E-mail:

- 5.2) Any notice to be given hereunder by one Party to the other Party may be sent by pre- paid registered post or by overnight courier or by facsimile or by e-mail to its address given herein above or to such other address as may have been communicated by such Party to the other Party and such notice shall be deemed to have been received if sent by pre-paid registered post or overnight courier on the date of its delivery as evidenced by the postal mark or receipted courier advice; if sent by facsimile on the date of its transmission stamped on it; and if sent by e-mail on the date of its transmission as evidenced by its properties.

6) General

- 6.1) This Agreement shall be deemed to have been effective from the date of issue of Letter of Acceptance (of the Tender) to the Bidder by the Authority. The Milestone Schedule for completion of the Works shall be deemed to have commenced from Appointed Date. This Agreement which shall remain valid until all the obligations under this Agreement is satisfactorily discharged by the Parties hereto. However, all those provisions of the Agreement which are deemed to continue even after expiry of such validity shall continue to be in full force and effect as expressly provided in the Agreement. .
- 6.2) This Contract supersedes all prior negotiations, representations, warranties and agreements related hereto whether oral or written.
- 6.3) No amendments to this Agreement shall be effective, unless the same is evidenced in writing and duly signed by the authorized representatives respectively of the Authority and the Contractor.
- 6.4) This Agreement is executed in counter-parts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Authority and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives as of the day, month and year herein above written.

for & on behalf of Authority
NEW MANGALORE PORT AUTHORITY

.....
Signature.....
Name:.....
Designation:

In the presence of:

Signature:.....
Name :.....
Designation:.....
Address:.....

(on behalf of the Authority)

for & on behalf of Contractor

Signature.....
Name:.....
Designation:.....

In the presence of:

Signature:.....
Name :.....
Designation:.....
Address:.....

(on behalf of the Contractor)

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

In consideration of the Board of Authorities of the New Mangalore Port incorporated by the Major Port authority's Act, 1963 as amended by the Major Port Authority Amendment Act, 1974 (hereinafter called "The Board") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for Upgradation of Local Area Network at New Mangalore Port Authority Campus vide Work Order No. _____ (hereinafter called 'the Contract') to M/s. "**Name of the Contractor**" (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /-(Rupees _____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. We, _____(Name of the Bank), do hereby undertake to pay Rs. _____ /-(Rupees _____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ /-(Rupees _____).
2. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

3. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the FA&CAO of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
4. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
5. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
6. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
7. Our liability under this Guarantee shall not exceed Rs._____/-(Rupees_____).
8. This Guarantee shall valid up to _____.
9. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/2025.

10. The Bank Guarantee is encasheable at our _____ branch at Mangalore,
Karnataka

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

For

(Authorized Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

Sign & Seal of the Contractor

UNDERTAKING ON NON-BLACKLISTING

To

The FA & CAO,
New Mangalore Port Trust,
Panambur, Mangalore -575010

Dear Sir,

In response to the tender No. _____ Dated _____ for “< >”, I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Departments of Central Government /Central PSE/Autonomous Bodies under the Central Government. We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons of corrupt & fraudulent practices by any State/Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Date:

Company Seal:

UNDERTAKING CHANGES/MODIFICATIONS

To

The FA & CAO,
New Mangalore Port Trust,
Panambur, Mangalore -575010

Dear Sir,

We.....
.....
.....do hereby confirm that no changes have been made in the tender document
downloaded and submitted by us for the Tender No.....Dated.....

Yours faithfully,

Signature :

Name & Designation :

Bill of Quantities

Po Line	Item Description	UOM	Estimated Qty
1	Switch 8-Port 10/100/1000MBPS	Nos	2
2	Switch 24-Port 10/100/1000MBPS(Managed)	No	6
3	Patch Paneal 24 Port	Nos	16
4	6 U RACK	No	3
5	Media Converter 10/10/1000 MBPS (Single Mode)	Nos	3
6	SFP optical Module SM	Nos	12
7	Cat 6 UTP I/O	Nos	300
8	RJ -45	Nos	200
9	UTP Back Box	Nos	100
10	UTP Single Face Plate	Nos	100
11	CAT-6 UTP Cable	M	6000
12	1 GB armored 6 Core OFC Cable	M	1200
13	1GB armored 12 Core OFC Cable	M	500
14	LIU/FDU 6-Port with Coupler and Adapter	Nos	4
15	LIU/FDU 12-Port with Coupler and Adapter	Nos	4
16	OFC SMF SC Pigtails	Nos	140
17	HDPE Conduit 1"	M	1000
18	HDPE Conduit 1 and 1/2"	M	300
19	PVC Conduit 1"	M	200
20	Casing /capping 1"	M	1200
21	Casing and capping 1" and 1/2"	M	150
22	Patch Cords (UTP)-1Mt.	Nos	170
23	Patch Cords (UTP)-2 Mt.	Nos	100
24	Patch Cords (UTP)-5 Mt.	Nos	15
25	Patch cords (OFC) -3 Mt. SM (SC- SC)	Nos	16
26	Patch cords (OFC) -5 Mt. SM (SC- SC)	Nos	55
27	Coupler-DUPLEX	Nos	16
28	Splicing box kept under the earth after splicing (Joint Kit)	No	20
29	Digging of Soft Soil per meter length /3FT depth with filling	M	200
30	Digging of hard soil per meter length /3FT depth with filling	M	100

31	Digging of road cutting per meter length /3FT depth with filling	M	20
32	Digging Concrete cutting of per meter length/3 Ft depth with filling	M	10
33	Laying of OFC Indicator	No	20
34	OFC Indicator (Concrete) height 3 Feet and 1 Feet width	No	20
35	Saddling for wall	No	75
36	GI pipe for fiber or UTP (3" Dia)	M	20
37	Fault detection-OTDR Testing /Core	Core	50
38	UTP cable laying	M	6000
39	HDPE Laying	M	1300
40	OFC Cable Laying	M	1700
41	Casing and Capping Laying	M	1550
42	I/O Termination	No	300
43	Patch panel termination	No	16
44	6U rack fixing and dressing	No	3
45	9U rack fixing and dressing	No	3
46	OFC splicing and termination	No	400
47	Pit for OFC Joints (3 Feet Height and 2 Feet Dia, Filled with sand) Concrete Lid	No	8
48	Trenchless laying of OFC	M	250
49	15ft Pole for over head cabling	No	4
50	500/600 VA UPS	No	4
51	Wall chipping and filling charges	Mt	100
52	Network Rack Cleaning Service Charge	No	12
53	Removing of Old CAT-6 cable and casing	Mt.	3375

NMPA BANK DETAILS

Name of the Payee:

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

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

CHECK LIST

Tender No: NMPA/ITD/ARC/LAN/2025-26/01

DATED: 14/05/2025

**SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH
TECHNO-COMMERCIAL**

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	RTGS/NEFT transaction details towards Cost of Tender& EMD or supporting document for exemption as per clause 2.2.1(n)		
	2	Duly Signed & sealed copy of tender document (all pages – Self attested)		
	3	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded. (Work completion Certificate must contains W.o. No., Date, Completion Date and Amount paid), as per Annexure -III		
	4	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor’s report for the last three years, endorsed by Chartered Accountant with attestation.		
	5	Certificates: a) GST Registration Certificate. b) Pan card copy		
	6	a) Annexure – I – Letter Comprising the Tender. b) Annexure – II – Particulars of Bidder. c) Annexure – III– Pre-Qualification of Bidders. d) Annexure – IV – Financial Turnover. e) Annexure – V –Bank Details of the Bidder for E- Payment. f) Annexure –VI –Power of Attorney for signing the Tender. g) Annexure –VII- Details of ongoing contract at NMPA h)Annexure-VIII – Verification of Local Content i) Annexure-IX – Undertaking on Indemnification j) Annexure–X – Form of Agreement		

		h) Annexure –XI – Performance Bank Guarantee i) Annexure –XII – Undertaking on non-blacklisting j) Annexure –XIII – Undertaking changes/modifications		
	7	Power of Attorney in original as per Tender.		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			