



**JAWAHARLAL NEHRU PORT AUTHORITY
(TRAFFIC DEPARTMENT)**

**ALLOTMENT OF VACANT LAND PARCEL ON LONG TERM LEASE BASIS OF 30 YEARS
AT JAWAHARLAL NEHRU PORT FOR OPERATIONALIZATION OF EMPTY
CONTAINER YARD AND ALLIED SERVICES.**

TENDER No: - JNPA/TRAFFIC/GMT/MT YARD/2025/T-15 dated- 21/03/2025

**Tenders is published on GeM Portal between 24/03/2025 to 21/04/2025. Completed
tenders are to be submitted online up to 1500 hrs. of 21/04/2025 and will be opened at
1500 hrs on 21/04/2025**

March 2025

Tender Document issued by: -

**General Manager
Traffic Department
Jawaharlal Nehru Port Authority
Administration Building, Sheva, Navi Mumbai - 400 707.**

DISCLAIMER

The information contained in this Tender document or Request for Qualification cum Proposals document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (or "JNPA") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project (or "JNPA"). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to allot land to selected Bidder, as the case may be, in the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

NAME OF THE TENDER:

ALLOTMENT OF VACANT LAND PARCEL ON LONG TERM LEASE BASIS OF 30 YEARS AT JAWAHARLAL NEHRU PORT FOR OPERATIONALIZATION OF EMPTY CONTAINER YARD AND ALLIED SERVICES.

Tender No: JNPA/TRAFFIC/GMT/MT YARD/2025/T-15

dated- 21/ 03 /2025

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Section – I

Tender Notice

JAWAHARLAL NEHRU PORT AUTHORITY
TRAFFIC DEPARTMENT
1.0 TENDER NOTICE

Only through Forward Auction Mode on GeM Portal

Tender No. JNPA/TRAFFIC/GMT/MT YARD/2025/T-15 dated 21/03/2025

On-line Tenders in Forward Auction Mode on GeM Portal are invited by Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai from experienced and reputed Container Terminal Operators / Shipping lines /NVOCC s/SAMO/ CFS / ICD operators / Empty Container Yard Operators/ Robotic Multilevel Car Park Operators, fulfilling Minimum Qualifying Criteria (MQC) for “Allotment of Vacant Land Parcel on Long Term Lease Basis of 30 Years at Jawaharlal Nehru Port for Operationalization of Empty Container Yard and Allied Services.” as detailed in the tender document.

1.	Project Name	Forward Auction for Allotment of Vacant Land Parcel on Long Term Lease Basis of 30 Years at Jawaharlal Nehru Port for Operationalization of Empty Container Yard and Allied Services.
2.	Earnest Money Deposit (EMD)	<p>EMD for an amount equivalent to 10% of the Annual Reserve Price (Rs. 1,72,46,880/- (Rupees One crore seventy-two lakhs forty-six thousand eight hundred eighty only) for the plot has to be submitted to Jawaharlal Nehru Port Authority in form of DD/NEFT/BG/FDR in favor of "Jawaharlal Nehru Port Authority", payable at Navi Mumbai from any Nationalized/ Scheduled Bank only. The details of EMD is given in clause 5.5 below. The original financial instrument is required to be forwarded to the General Manager (Traffic), Jawaharlal Nehru Port Authority (JNPA), Administration Building, Sheva, Navi Mumbai-400707 (Tel: 022-6781-4191, 022-6781-4198, 022-6781-4185) As per instructions being issued by JNPA, after completion of PQ assessment and confirmation of technically suitable bidders.</p> <p>NEFT Details:</p> <p>Jawaharlal Nehru Port Authority</p> <p>Bank of India, PUB, Sheva</p> <p>Saving A/c 123210100001600 IFSC Code - BKID0001232</p> <p>MICR Code – 400013100</p> <p>In case the EMD is submitted by Bank Guarantee, the BG submitted towards EMD shall be valid for 180 days from the date of submission, with claim period of additional 90 days.</p>
3.	Downloading of Tender from GeM Portal tendering web site.	24/03/2025 to 21/04/2025 (up to 1400 Hrs.). Tender document will be available to the bidders on GeM Portal.
4.	Date for PQ (Documents) submission (online)	From 1200 hrs. on 24/03/2025 to 21/04/2025 up to 1500 hrs. online in GeM Portal

5.	PRE-BID Meeting	All Pre-Bid Queries shall be sent online to the e-mail addresses cmt@jnport.gov.in , skkulkarni@jnport.gov.in , 04/04/2025, 1500 Hrs. Pre-bid meeting shall be scheduled at 1500 Hrs on 04/04/2025. JNPA shall formulate the replies to the queries and upload on the website.
6.	Date and time of online opening Technical bid	At 1530 Hrs. on 21 /04/2025.
7.	Technical evaluation of bids and announcement of technically qualified bidders	As per process
8.	Declaration of qualified parties for submission of EMD	29/04/2025
9.	EMD Submission Date & Time	From 1600 hrs. on 30/04/2025 to 1700 hrs on 05/05/2025 (After PQ assessment)
10.	Date of auction	From 1600 hrs. 08/05/2025 to 1700 hrs. on 09/05/2025
11.	Validity of Tender.	180 Days from the date of opening of the Technical Bid.
12.	Minimum Qualifying Criteria	Refer Section III of the tender document for the eligibility details and Minimum Qualifying Criteria
13.	Name and address where queries / correspondence concerning this tender is to be sent	Mr. Girish Thomas General Manager, Traffic Department, e-mail ID: cmt@jnport.gov.in Ph: 022-6781-4191 Mr. S. K. Kulkarni, Deputy General Manager (Traffic); e-mail ID: skkulkarni@jnport.gov.in Ph: 022-6781-4198 Mr. R. D. Rao, Sr. Manager (Traffic) – e-mail ID: rdr@jnport.gov.in Ph:022-6781-4183 Mr. R. H. Mahadik, Manager (Traffic) e-mail ID: rhmahadik@jnport.gov.in Ph:022-6781-4185

General Manager (Traffic)
Jawaharlal Nehru Port Authority

Section – II

LAND DETAILS AND USAGE

2.0 LAND DETAILS AND USAGE

Jawaharlal Nehru Port is one of the 12 major ports under Ministry of Ports, Shipping and Waterways. JNPA is ranked 26th among top 50 container ports in the world and is the largest container port of India located in Mumbai. Jawaharlal Nehru Port was commissioned in the year 1989 and is one of the twelve Major Ports of India. JNPA has Six Container Terminals (NSFT, NSDT, NSICT, APMT, NSIGT and BMCT), one Liquid Cargo Terminal, the total cargo handling capacity of the Port is about 118.30 million tons per annum (MTPA). The container handling capacity is 7.7 million TEUs per annum. JNPA is the number one container port in India among Major Ports and stands 26TH Container Port in the world JNPA handles about 50% of total containers handled by all major ports in India and is connected with 34 CFSs and 46 ICDs destination. The larger vessel up to 12500 TEUs can be berthed at JNPA.

Ports historically have used land available with them to establish various activities which aid in increasing the efficiency or sustainability of the port operations and facilitating the general trade of the nation. In line with the objective of Port-led growth, JNPA proposes to auction and allot its vacant land assets on long term lease basis (30 years) with clear and unambiguous title deeds etc. on tender cum auction methodology for the purpose of setting up Empty Container Depot facilities on long term lease basis.

The broader aim of land allotment, is generation of additional economic activity, promotion of exports/imports, and promotion of investment, creation of employment and development of infrastructure in addition to revenue generation for the Port. Any goods or services exported out of, or imported into, or procured by a unit adds to the economy of the country and serves the very purpose of existence of Ports.

The current auction aims to attract entities interested in setting up Automated Empty Container Yard for handling, storage, repairs and cleaning of Empty ISO Shipping Containers to utilize the EXIM potential of the strategically located Jawaharlal Nehru Port Authority.

The subject land parcels are located around 20-25 km from Navi Mumbai and around 35-40 km from Mumbai city. It is approximately 5-6 Kms from the port operations i.e. the jetty area. There is existing large scale industrial infrastructure in form of oil tank farm area and the Special Economic Zone in the vicinity of the said land parcel. The area is very well connected to National highways, railway corridors, export and evacuation of goods from the area.

The project area has been proposed to be developed with the optimal mix of various sectors which will boost traffic at the port. JNPA intends to develop the project and allocate land within the framework of existing Land Policy Guidelines for Major Ports. The tenant / unit holders are expected to abide by these rules or any subsequent updates issued by the regulatory body.

Jawaharlal Nehru Port Authority is engaged in the enhancement of the infrastructure of the Port and facilitating the trade under EODB initiatives. As part of this endeavor, JN Port is planning to establish and run the Empty Container Yard for the lease period of thirty years. For this purpose, a plot size of approximately 26.20 hectares (2,62,017 sq. meters) for operating as empty container yard and carrying out allied services therein such as maintenance, servicing, repairs etc. of the empty containers at Jawaharlal Nehru Port. JNPA have commenced such empty container depot at JNP Buffer Yard Area at Sonari Village through the operator M/s Hind Terminals Pvt. Ltd.

The container vessels arriving at JNPA are primarily for the trade in Northern India, Western India, and Central India. The asymmetry of trade for import and export leads to generation of empty

containers. JNPA is handling on an average 1 million TEUs of Empty containers per annum inclusive of import and export boxes which is about 18% of total throughput.

- a. As on date, there are total 74 numbers of empty Container Yards located at the outskirts of JN Port. Out of 74 Empty Container Yards, 2 are situated at Taloja and 4 Nos at Panvel and balance Empty Container Yards are spread over the area from Gavhan Phata to Dighode, Koproli to Khopta and NH-348.
- b. Out of total 74 Empty Container Yards, presently 60 Yards are operational. shipping line along with number of empty yards are:
 - ✓ MSC Shipping line – 8 Nos.
 - ✓ Pacific International Line PTE Ltd. (PIL) – 04 Nos.
 - ✓ Wan Hai Lines India Pvt. Ltd. – 16 Nos.
 - ✓ Evergreen Shipping – 10 Nos.
 - ✓ Ocean Network Express Line (India) Pvt. Ltd. (ONE) – 11 Nos.
 - ✓ Yang Ming – 02 Nos.
 - ✓ Maersk Line – 05 Nos.
 - ✓ Maersk / ZIM Line – 01 Nos.
 - ✓ Trans Asian Shipping Services (P) Ltd. – 02 Nos.
 - ✓ Avana Logitek Ltd. / Avana Global FZCO – 07 Nos.
 - ✓ Hapag Llyod – 06 Nos.
- c. The area of these Empty Container Yards vary from 02 (Two) acres to 40 (Forty) acres. All these empty container yards are set up on the private land. Some of them have approach from the main road, but for many, the approach is through narrow roads connecting to main road. Such approach roads are not properly developed. These empty container yards do not have any parking space for parking Tractor Trailers arriving to these yards. Besides, the stacking of empty containers are not done systematically and hence not easy to retrieve when required. As a result, the Tractor Trailers arriving for delivery / collecting the container are parked at the main roads, for several hours, causing inconvenience to the trade and adding on to the logistic cost. Besides, in the night hours heavy traffic congestion is experienced in the roads near to the empty yards. Even though State Law enforcement agency (Police) are regularly taking efforts to streamline the traffic at Empty Container Yards, issue is not getting resolved due to the unorganized structure of the operations at Empty Container Yards. It is pertinent to mention here that the Transporters' Associations, in various forums have informed that they have been facing many issues such as locating of Empty containers, payment has to be made in cash, there is no any kind of facility for drivers, there is no parking area for the parking of TTs arriving for collecting / delivery of the container etc. The operations at all the empty container yards are not uniformly designed / carried out.
- d. JN Port has been initiating various efforts to help the trade and the community under 'Ease of Doing Business'. To further improve EODB, JNPA intend to explore the possibility of setting up of modern technology driven Empty Container Yard. Looking at the business quantum being handled by existing Empty Container Yard Operators, it may be seen that entire requirement of the trade cannot be met by JNPA owned yards, but systematic approach by JNPA and efforts to streamline the business activities in the area of empty container yard operations will definitely lay the foundation towards good governance in the area of Empty Container Yard Operations. It is proposed to start the operationalization of Empty container yard at JNPA Yard admeasuring 25 Ha. near Funde Village.

Main activities at the Empty Container Yard comprise of container stacking, container cleaning and washing as per requirement of the user, repairing of the container including welding, denting, painting etc. In case of the tank container, the container is required to be thoroughly cleaned / washed before putting the same for use of next cycle. It is pertinent to mention here that the equipment like forklifts, top lifters, empty handlers are required to be deployed for handling and stacking of the empty containers. In addition to main facilities as described above, it is also required to provide water, illumination, proper yard infrastructure, washroom facilities, RFID and computer system for easy identification and allotment of location to the empty container, Canteen facility for the drivers coming / leaving the Empty Container Yard and the most important facility of parking of Tractor Trailers arriving to / leaving from Empty Container Yard.

2.1 Description of plot for auction

As part of this tender the Port is inviting bids for vacant plot summarized below. The details of location of the plot can be seen in Appendix 2 of this tender.

SUMMARY OF LAND PARCELS					
a) Land Owner: Jawaharlal Nehru Port Authority b) Custom Boundary: The land parcels lie outside custom bound area of the Port c) Development Status: The land parcel is developed land d) Accessibility: Accessible through all-weather roads e) Total plot area -25 Ha (Plot no.IN- 204) f) Applicable Regulation: i) Building permissions as per Development Control and Promotion Regulation 2020 of JNPA SEZ ii) Coastal Regulation Zone Notification, 2019- Ministry of Environment, Forest and Climate Change iii) Applicable statutory clearances of this tender. iv) Any other approval as may be required by the Lessee for creation of proposed facilities					
Sr.No.	Plot Description	Total Area	Area Under		
			CRZ IA/IB	CRZ II	Free of CRZ
1	PLOT no IN- 204 , Plot near Funde Village and JNPA Township	25 Ha.	--	2.62 Ha.	22.38 Ha

The allottee shall be free to setup the facility for various purposes mentioned above **subject to the applicability of the Coastal Regulation Zone as notified by Ministry of Environment, Forest and Climate Change, 2019 and other statutory approvals as described in this tender. Activities prohibited under the said notifications shall not be allowed in the allotted plot unless the allottee obtains requisite CRZ and other statutory approvals necessary for the same.** As per EIA Notification, 2006 and subsequent amendments If project fall under List of Projects or Activities Requiring Prior Environmental Clearance, the allottee shall obtain requisite Environmental and other statutory approvals necessary for the same. JNPA will extend all possible support for obtaining necessary permissions.

2.2 Nature of permissible activities:

The Successful Bidder shall start the Main activities at the Empty Container Yard comprising of container stacking, container cleaning and washing as per requirement of the user, repairing of the container including welding, denting, painting etc. In case of the tank container, the container is required to be thoroughly cleaned / washed before putting the same for use of next cycle. It is pertinent to mention here that equipment like forklift, top lifter, are required to be deployed for handling and stacking of the empty containers. However, the successful bidder shall not be permitted to carry out Container Freight Station activity in the premises. No application for obtaining CCSP license (CFS) will be recommended and permitted.

In addition to main facilities as described above, it is also required to provide water, illumination, proper yard infrastructure, washroom facilities, RFID and computer system for easy identification and allotment of location to the empty container. Canteen facility for the drivers coming / leaving the Empty Container Yard and the most important facility of parking of Tractor Trailers arriving to / leaving from Empty Container Yard. JNPA is ISO certified Port, while conducting the activities of container cleaning, washing tank container cleaning the operator shall ensure that the waste water shall be free of any contamination and all necessary precautions shall be taken for the same.

- The operator has to maintain all the structures and infrastructures in good condition.
- Operation for parking of empty Tractor-Trailers (TTs).
- Proper Planning of container stacking space for optimum utilization of the Space.
- Develop and install computer system for proper recording entry and out movement of ISO containers. Generation of monthly report and submission of the same to JNPA office for records, as and when requested.
- Security and safety arrangements.
- Deployment of supervisors and helping assistance for managing the movement of TTs, for ensuring optimum utilization of the Empty container yard.
- Ensure Safety and Security within the Empty container yard area.
- Installation of required temporary portable structures like waiting sheds etc. if required.
- Installation of Display Board on behalf of JNPA, displaying container handling charges.
- The operator has to deploy sufficient housekeeping staff to maintain the area in good condition.
- Water connection will be provided by JNPA, but the water charges have to be borne by the Lessee (operator) as per notified rates of JNPA from time to time. Successful bidder shall be permitted to tap the water from nearest possible water point at their cost.
- Electric connection will have to be obtained from MSEDCL, for which NOC shall be issued by JNPA.

JNPA wishes to create a State-of-the-Art facility for Storage, Handling, cleaning and Repairs of Empty Containers of ALL Types.

The Work shall include –

- a. Design, Build, Operate, Maintain and Transfer an Empty Container Yard having facility for Automated Storage and Retrieval of Containers based on the principles of ASRS (Automated Storage and Retrieval System) in at least 25% of the land area.
- b. To have Truck Appointment system for seamless operations and to avert any traffic congestion in the premises or nearby area or road.
- c. To provide facility for incoming Inspection, cleaning and repairs of all types of containers.
- d. Provision of CSC Certification will be an added advantage.
- e. Provision for Fire Fighting and Waste Water Recycling.
- f. Provision for a modest cafeteria and hygiene area for Drivers accessing the ECY.
- g. To liaison with Shipping Lines providing space for Storage and timely retrieval thereby reducing Overall Inventory of Empty Containers for Shipping Lines.

Section – III
Minimum Qualifying Criteria

3.0

MINIMUM QUALIFYING CRITERIA

3.1 ELIGIBLE BIDDERS

The bidders eligible for participating in this tender shall be Reputed Container Terminal Operators / Shipping lines / NVOCC s / Lead member of SAMO / CFS / ICD Operators / Empty Container Yard Operators/Robotic Multilevel Car Park Operators, a singleBusiness Entity or a group of entity coming together (Consortium, limited to only 2 members) fulfilling the below mentioned criteria:

The Bidder (each member in case of a Consortium) shall be an Individual/Proprietorship Firm/Partnership Firm/Limited Liability Partnership/Company registered under the Companies Act, 2013 (erstwhile Companies Act 1956)/Society/Autonomous Body and shall submit the following document:

- a) In case of a Sole Proprietorship firm, an affidavit of Sole Proprietorship should be submitted in the firm's letter head along with the bid.
- b) In case of a Partnership firm, registered partnership deed duly notarized, should be submitted along with the bid.
- c) In case of a Company, copy of certificate of incorporation from Registrar of Companies should be submitted along with the bid.
- d) In case of other statutory bodies, relevant documents should be submitted along with the bid.

3.2 PROPOSAL BY CONSORTIUM

In case the applicant is a Joint Venture /Consortium, it is to be limited to 2 (two) partners subject to the condition that:

- a) The Lead Partner fulfils at least 60% of the Technical or Financial Capacity defined in clause **3.3** below.
- b) The Consortium, as a whole, should collectively fulfil 100% of the Technical or Financial Capacity defined in clause 3.3 below.
- c) Partners of the JV shall not be a political or religious institutions.
- d) In case of receipt of the bids from different joint ventures, it may be noted that there should not be common partner of the joint venture for bidders who are offering their bids as joint venture bid.

The details of the Joint Venture/Consortium formulation to be submitted along with the bid shall be as per Form 10 of this tender document.

3.3 MINIMUM QUALIFYING CRITERIA

The bidder shall fulfil all the following conditions for eligibility:

MEC Condition	Documents to be submitted as a proof
<p>A. The bidder shall be a registered entity as Container Terminal Operators / Shipping lines / NVOCCs/ CFS/ ICD / Empty Container Yard Operator/ Lead member of SAMO operator/Robotic Multilevel Car Park Operators having handled 1,10,400 TEUs ISO containers (Laden /empty) per annum in any one year immediately preceding last five years.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation 2. Certificate from Statutory Auditor clearly indicating UDIN number for the particular year in this effect. 3. Additional document in case of SAMO operator, agreement of SAMO operator with Government undertaking CFS.
<p>B. Average annual financial turnover of the tenderer during last three financial years ending 31.03.2024 shall be at least Rs.92 crores including GST.</p>	<ol style="list-style-type: none"> 1. Copies of `Balance sheets' and `Profit and Loss Account statements' for last three financial years (i.e. 2021-2022 & 2022-2023, 2023-24) duly certified by the Chartered Accountant (C.A.) clearly indicating registration number (UDIN number) along with details .
<p>C. The lessee shall submit undertaking while bidding that they shall enter into an agreement with ASRS system provider with below mentioned conditions within 3 months for the construction of ASRS model from the date of issue of LOI / LOA. Failing which the work order given shall be terminated and Security Deposit submitted shall be forfeited.</p> <p>Competent ASRS system provider supplier should have successfully designed, supplied, installed and commissioned fully automated ASRS Capacity of:</p> <ol style="list-style-type: none"> 1. In single installation of minimum 15,000 Pallet Position (Single Deep / Multi Deep) with the regular shelf dimension of 1.2 mtr x 1.2 mtr or 2. In two installations of minimum 7,500 Pallet Position (Single Deep / Multi Deep) with the regular shelf dimension of 1.2 mtr x 1.2 mtr or 3. In 3 installations of minimum 4,500 Pallet Position (Single Deep / Multi Deep) with the regular shelf dimension of 1.2 mtr x 1.2 mtr . <p>Also ASRS system provider shall Demonstrate</p> <ol style="list-style-type: none"> a) throughput capability of minimum 35 moves per hour with total per day moves from a 20 hours operating time with minimum 650 moves per day. b) Should demonstrate having an experience of at least one project of ASRS installed in India of a span (object size) of minimum 3.2 mtr x 2 mtr x 2 mtr (L x W x H), with ground level + 6 levels (G+6) of minimum 1000 positions. 	<ol style="list-style-type: none"> 1. The bidder shall submit undertaking on their letterhead confirming the compliance.

<p>C. Proven HSSEQ Compliance of the highest order combined with superior Quality of Infrastructure in India or Abroad. ISO 9001/14001/45001/27001 Certification will be required.</p>	<p>1. Copies of valid ISO 9001/14001/45001/27001 Certification</p>
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Section – IV

Instructions for Online Bid Submission

4.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION-

- i. Tender Document having all details is available at the URL of the e-Tender Portal <https://gem.gov.in>. The interested parties are required to register their name on the website <https://gem.gov.in>. The tender documents are required to be submitted only through e-mode offered on the website <https://gem.gov.in>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particular items mentioned in the tender document in order to receive the bidding document.
- ii. At any time prior to the last date for submission of tender, JNPA may for any reason whatsoever, change or modify the tender documents by amendments. The amendments so carried out will be published on GEM portal only. All the probable bidders including those who have downloaded the tender document and submitted pre-bid queries will be responsible to check the website for Pre-bid replies and take into account the amendments/Clarifications displayed on the website if any while submitting bid. The amendment so carried out will form part of the tender and shall be binding upon the Bidder. JNPA may at their discretion extend the last date for submission of the tenders to enable the bidder reasonable time to submit their tender after taking into consideration such amendments.
- iii. Schedule of tender process is as mentioned on GEM portal only.
- iv. For detailed e-tendering process please follow the GeM process of e-tendering which shall be strictly followed also note relevant clauses of tender document for opening of the technical bid and price bid respectively. With regard to work experience certificate of works executed in private agencies to qualify for the work, TDS Certificate along with work order and completion certificate is to be submitted / uploaded along with on-line offer.
- v. **The tender document (duly sealed and signed on all pages) along with the credentials in technical bid (Bid No.1) should be submitted online on or before the date mentioned on GEM portal.** The filled Price Bid and tender form should not be submitted along with technical bid neither the quoted price be indicated in technical bid in any form. Any indication of “quoted price” in the technical bid, shall lead to rejection of the bid outright. If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.
- vi. **Once the bidder submits the bid successfully in GeM, it will be considered that the bidder has accepted all the terms & conditions of the tender.**
- vii. **Note: -**
 - a. Tender documents are to be downloaded from GeM portal by the bidder; the

bidder is responsible to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the Authority, from the web site before submission of the tender. Any shortfall in submissions of the said Addendums / Amendments / Errata / Replies to the queries of the bidder etc. along with the downloaded documents while submitting the tender will result in disqualification of the submitted bid. Incomplete tender documents observed in technical bid shall be rejected outright.

- b. The bidder should go through the tender document, tender procedure, and refer the procedure stipulated for bidding.
- c. The bid shall be submitted online strictly in accordance with the Instructions to bidders, terms and conditions given in the tender document.

4.2 Preparation of Bids

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Bidder shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3 Submission of Bids

- I. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. Bidder should prepare the EMD/ Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the official concerned.
- III. test by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- IV. Bidders are requested to note that they should necessarily submit their financial bids in the GeM Portal while select the BID and click on participate in forward auction

4.4 Assistance to Bidders

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to JNPA for a tender or the relevant contact person indicated in the tender.

Contact Person	JNPA :- General Manager (Traffic), Email: cmt@jnport.gov.in Phone No. +91 22 67814182
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- II. Any queries relating to the process of online bid submission or queries relating to GeM Portal may be directed to the 24 X 7 toll free Helpdesk No.: 1800 – 419 – 3436 & 1800 – 102 – 3436 and mail ID helpdesk-gem@gov.in

NOTE: - JNPA and GeM Portal will not entertain any reasons/claims of Tenderer on account of internet connection failure/ electric supply failure and any issues during the submission of tender online. Tenderer shall be solely responsible for all those facts and failure of internet connectivity, electric supply failure etc.

A prospective tenderer requiring any clarifications on the Tender documents may request in writing to Mr. Girish Thomas, General Manager (T), Email ID: cmt@jnport.gov.in ,Mr. S. K. Kulkarni Deputy General Manager (T) skkulkarni@jnport.gov.in **The queries shall be submitted on or before the date and time of pre - bid meeting.** The response / clarifications will be shared with all the prospective bidders.

Section – V

Instructions to Bidders

5.0

INSTRUCTIONS TO BIDDERS

5.1 Reserve Price for auction

The reserve price for the plot is summarized in the table as under:

Sr. No.	Plot Description	Area	Reserve Price In terms of annual lease rent excluding GST
1	Plot No. IN -204	25 Ha.(2,50,000 Sqm)	Rs. 14,61,60,000/- per annum

The Tenderer is required to offer annual lease rent for the land. The annual rent payment being offered shall be over and above the Reserve Price stipulated in the Table above. The bidders are required to quote premium for the payment per annum for leasing of land. Apart from lease rent per annum the successful bidder has to pay all the service charges for utilization of Port services like water, electricity etc. as per scale of rates of JNPA.

OR

Annual Leases (Optional for Payment of lease rent on Upfront Basis): The successful bidder will have the option for payment of lease rent for the entire period of lease on upfront basis as under. The upfront lease on upfront basis as under. The upfront lease rent is the Net Present Value (NPV) of the total annual lease rent, finally accepted in the tender-cum-auction, for the lease period. The NPV is computed by cumulatively escalating the lease rent annually at 2%, and discounting annually at the applicable G-Sec rate as issued by the RBI as, listed in the table at Annexure 1 below The successful bidder opting for upfront payment shall intimate the port its desire for the same within 15 days from the date of receipt of the **Letter of Intent**.

5.2 Tender Clarifications

All Pre-Bid Queries shall be sent online Pre-bid meeting shall be scheduled at 1500 Hrs on 04/04/2025. JNPA shall formulate the replies to the queries and upload them on the website.

A prospective bidder requiring any clarifications on the Tender documents may request online before scheduled time and date to the e-mail address cmt@jnport.gov.in, skkulkarni@jnport.gov.in, on or before 04/04/2025, 1500 Hrs. The response / clarifications will be hosted on GeM portal. The responsibility to download such information fully lies with the prospective bidders who have downloaded the Tender documents and these shall form part of Tender documents.

5.3 Last date for Submission of e-tender

- i) Bids shall be submitted online on or before 1500 Hrs. of 21/04/2025.
- ii) JNPA, may at its sole discretion reserves the right to extend the date for receipt of tender.

5.4 Tenderer to Inform Himself fully

- a. The bidder is expected to examine carefully the contents of the tender document like, Instructions to the Tenderers, General Conditions, Scope of work etc. Failure to comply with the

requirements of the tender will be at the bidders own risk. It would be deemed prior to the submission of the tender that the bidder has made 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.

- b. The bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Maharashtra and Govt. of India and any other Statutory bodies as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with JNPA.
- c. Bidder shall bear all costs associated with the preparation and submission of his tender and JNPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- d. The bidder and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.
- e. The bidder will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the bidder or his representatives.

5.5 Earnest Money Deposit (EMD)

- a. The tenderer shall submit EMD as mentioned below for the vacant parcel land in the office of General Manager (Traffic), as stipulated in the tender at clause 5.14.4 a & b. In case, the bidder fails to submit the EMD, the offer shall be treated invalid and same shall be rejected. The E.M.D. shall be submitted in the form of Demand Draft/NEFT/Bank Guarantee /FDR drawn in favor of 'Jawaharlal Nehru Port Authority', payable at Navi Mumbai drawn from Nationalized / Scheduled Bank drawn in for an amount described below:

Sr. No.	Plot Description	Area	EMD in Rs.
1	Plot No. IN-204	25.00 Ha	Rs.1,72,46,880/-

Note – 1. The EMD in case where bidder is unsuccessful will be refunded after 30 days after the declaration of successful bidder.

2. In case of NEFT the following bank details may be used:

NEFT Details:

Jawaharlal Nehru Port Authority

Bank of India, PUB, Sheva

Saving A/c 123210100001600 IFSC Code - BKID0001232

MICR Code - 400013100

- b. In the event of bidder withdrawing his tender before the expiry of tender validity period of **180 days** the date of opening of the Technical Bid. the tender submitted by the bidder shall be

- cancelled and EMD shall be forfeited.
- c. The Earnest Money Deposit of unsuccessful bidders shall be returned on award of Contract to the successful bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful bidder shall be refunded only on receipt of Performance Guarantee as stipulated in the tender.
 - d. JNPA reserves the right to forfeit the Earnest Money Deposit in respect of successful bidder, if he fails to furnish the necessary Bank Guarantee towards Security Deposit and take possession of the land within 30 days or unless any other period specified otherwise from the date of receipt of **Letter of Intent (LoI)**

5.6 JNPA'S Right to Annul the Bidding Process

- a. Notwithstanding anything contained in this tender document, JNPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. JNPA reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. JNPA reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

5.7 Tender Validity

The tender shall remain valid for acceptance for a period of **180 days** from the date of opening of the Technical Bid. JNPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the bidder agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender (if BG applicable). In case bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such bidders shall be refunded after award of the contract.

5.8 Authority in Signing Tender Documents

- a. The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from all the partners constituting the firm or the Principals as the case may be.
- b. In the event, the tender is signed by some of the partners or other persons or the Agents, the tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- c. In case of a company, the tender should be signed by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the company.

5.9 Amendments

- a. At any time, prior to the last date for submission of tenders, JNPA reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective bidders prior to the last date for submission of the tender in writing either by post or by Fax and e mail including displaying the said amendment on JNPA web site. The prospective bidders shall immediately acknowledge receipt thereof either by post or by fax.
- b. The amendment so carried out shall form part of the tender and shall be binding upon the bidders. JNPA 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.

5.10 Language of Tender

The Tender submitted by the bidder and all correspondence and documents relating to the Tender exchanged by the bidder and the JNPA 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.

5.11 Currency for the Tender

The bidders are required to quote their offer as per price schedule of the tender document in Indian Rupees only.

5.12 Submission and Opening of Tender

Documents for Technical Bid: The bidder shall submit the following documents by uploading electronically:

- a. The details of Earnest Money Deposit for an amount as given in the tender Notice of this tender in the form of Demand Draft in favour of 'Jawaharlal Nehru Port Authority' payable at Mumbai/Navi Mumbai. Scanned copy of the financial instruments towards EMD and Tender Fee must be uploaded with the Technical Bid submission.
- b. **'Bid submission letter/Bid Application Form'** on letterhead of tenderer's firm duly signed & stamped as per form of this Tender Document.
- c. Scanned notarized copies of original document defining the constitutional or legal status, place of registration and principal place of business of the company or firm or partnership firm in support of information furnished at **FORM- 2 GENERAL INFORMATION**.
- d. Scanned copy of the reports on the financial standing of bidder including audited profit and loss statements for three financial years i.e. **2021-22, 2022-23, 2023-24** duly certified by the Statutory Auditor bearing requisite UDIN number, balance sheets and auditor's reports on IT returns for the past Three years. The financial turnover in the last Three years as per **FORM-3** of this Tender. These details will be used for evaluating average annual turnover. The bidder should also furnish the details of adequate credit arrangements for financial management of the Work, i.e. Sources of Credit Lines as per Form-III. Bidder shall furnish copy of PAN number, GST Registration numbers without which offer will not be considered.
- e. Details of experience as detailed in Section 3.0 Minimum Eligibility Criteria and duly filled in **Form-4**.
- f. The Bidder shall furnish as part of its Technical Bid, a business plan (the "Business Plan") in the format provided in **Form-5**. The Business plan shall briefly cover the key drivers, the facilities planned, the envisaged investments and the estimated employment to be generated etc.
- g. Covering letter declaring the offer to be unconditional, confirming its validity for 180 days and a list of all the documents submitted online mode only. The bidder shall submit the acceptance of all the 'Terms and Conditions' stipulated in 'JNPA's Tender. Technical bid documents cover I with all amendments/clarifications if any.
- h. **Declaration on non-debarment:** The bidder shall submit a declaration on its letter head that he has not been debarred by any Government undertaking / agency /Public Sector Undertaking from participating in any tender. In case the bidder is debarred/banned and there is a court stay in the matter or the concerned organisation has reviewed/revoked the ban the details thereof may be furnished.

- i. Information regarding any current litigation in which the tenderer is involved on the letter head of the company.
- j. The bidder shall submit the acceptance of all the 'Terms and Conditions' stipulated in 'JNPA's Tender.
- k. Scanned copy of Self-attested copy of Partnership Deed (in case the tenderer is a partnership firm) or self-attested copy of Memorandum of Association and Articles of Association/ Bye laws along with certificate of incorporation (in case the tenderer is a company). This is not applicable for a proprietorship firm and in that event, the same is to be clearly stated in the covering letter of the offer.
- l. Scanned copy of Original Power of Attorney in favour of the person signing the tender document, if the tender is not signed by the proprietor / partner / authorized signatory, as the case may be.
FORM 6
- m. Scanned copies of Each page of this tender document, including addendum, if any, is to be duly signed and stamped as a token of having read all the pages and confirmation of having agreed to the same.
- n. Copy of original PAN and GST of the applying firm.

<p><i>i) Important: All the pages of photocopied documents in 'Technical Bid' shall be signed and stamped with firm's seal.</i></p>
<p>ii) THE BIDDER SHALL SUBMIT/FURNISH ORIGINAL DOCUMENTS FOR VERIFICATION WHENEVER DEMANDED BY JNPA.</p>

NOTE-2: It is very much essential to upload 'PRICE SCHEDULE' only in the "BOQ". Submission of the same in the Technical Bid shall render the Tender disqualified and rejected.

- a. All recipients of documents for the purpose of submitting a tender shall treat contents of the documents as private and confidential.
- b. The bidder shall submit/ furnish original documents for verification whenever demanded by Port.
- c. Technical offer with counter condition shall be liable for rejection and disqualification
- d. The tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.
- e. Telegraphic, Telex or cable offers will be treated as defective, invalid or rejected. Only complete & ONLINE offers THROUGH GeM Portal will be taken as valid.
- f. The Employer will examine the tenders to determine whether they are complete, whether requisite tender securities have been furnished, whether the documents have been properly signed and whether the tenders are done in order.
- g. Failure to comply with requirements of tender submission will be at the bidders own risk. Tenders, who are not responsive to requirements of the tender Documents, will be rejected.
- h. The Tender shall be submitted in ONLINE MODE on GeM Portal.

5.13 Pre-Bid Meeting

The Pre-Bid meeting for subject tender is scheduled at 1500 hrs. on 04/04/2025. All Pre-Bid Queries shall be sent online to the e-mail address mentioned at Sr. No. 5 of NIT by 04/04/2025, 1500 Hrs. The changes if any proposed by the bidder and any query raised during Pre-Bid meeting would be discussed and the Port Authority's response would be provided to all the bidders. The queries

received from all the prospective bidders would be consolidated and Port Authority's response to the same would be uploaded on GeM Portal. The clarifications so issued would form part of the tender and remain binding on all the bidders, which shall be accepted and submitted by all the bidders along with their offer.

5.14 Tender Opening and Evaluation

1. Opening of Technical Bid

Technical Bids of the tender, received online before the closing time as stipulated in 'Invitation to Tender shall be opened online on the date and time as stipulated in 'Invitation to tender stipulated at **JNPA**, Administration Building, Sheva, Navi Mumbai-400707.

2. Scrutiny and Evaluation of the Tenders

- a.** In the first instance the documents submitted with the Technical Bid will be scrutinised to ascertain whether the bidder fulfils the requirements as stipulated in the Minimum Eligibility Criteria. The bidder who do not fulfil the Minimum Eligibility Criteria shall not be considered for further evaluation.
- b.** The Technical Bids of the bidders who fulfil the Minimum Eligibility Criteria shall be thereafter scrutinised for responsiveness.
- c.** The technical submission of the bidders shall be scrutinised to ascertain if it contains information in formats specified in the tender document.
- d.** 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 the 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 bidders bid.
- e.** As such, the bidders are required to submit all the necessary documents along with the technical bids and in case any of the required documents are not attached with the bids, those bids are liable to be disqualified on the ground that they are "non-responsive". However, in case, it necessitates that it is very much essential to seek any clarifications, from the bidder, to assess the scrutiny, evaluation and comparison of tenders, the Port Authority may seek clarifications from the bidders individually, if required. Request for clarification and response thereto, shall be in writing or through, e-mail followed by post or through speed post. The bidder is not permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

3. Evaluation Process

A proposal shall be considered responsive if-

- a.** It is received by the proposed due date and time.
- b.** It contains the information and documents as required in the tender document.
- c.** It contains information in formats specified in the tender document.
- d.** It mentions the validity period as set out in the document.
- e.** It provides the information in reasonable detail. The port Authority reserves the right to determine where the information has been provided in reasonable detail.
- f.** There are no significant inconsistencies between the proposal and the supporting documents.
- g.** The technical qualification conforms to that specified in the qualification criteria of general rules and directions for the guidance of the bidder.
- h.** A tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) Which affects in any substantial way, the scope, quality, or performance of the bidder or (2) which limits in any substantial way, inconsistent with the tender document, or (3) whose rectification would affect unfairly the competitive position of other qualified applicant presenting substantially responsive bids.

4. Forward Auction (Online)

- a. After detailed assessment (PQ assessment), the bidders whose offers are found technically suitable shall be intimated through GeM Portal for further submission of EMD. The scanned copies of the DD/NEFT/BG/FDR towards EMD / Bid Security shall be uploaded online before EMD submission date & time. The hard copy in original of DD / NEFT / BG / FDR towards EMD / Bid security should be submitted to the office of General Manager (Traffic), Administration Building, JNPA, Sheva, Navi Mumbai 400707 in a sealed envelope before closure of EMD submission date and time.
- b. The tenderers, whose EMD / Bid Security Deposit is found to be in order, shall be intimated through GeM Portal for participating in forward Auction process on GeM Portal as per schedule published thereon.
- c. **Reserve (Opening) Price for Tender:** Reserve (Opening) Price for Tender in forward auction is Rs. 14,61,60,000/-per annum excluding GST @18% which is Starting / Base Price at GeM Portal. The quoted lease fee (Basic amount) shall bear an escalation factor of 2 % on 1st August of every year. For evaluation of the Price Bids, the financial evaluation process of GeM Portal will be followed to finalize H1 vendor, post technical evaluation. The offer of the bidder, offering highest (H1) User Fee per annum through Forward Auction shall be accepted for placement of the order.
- d. **Period of Contract:** The period of Contract for “Allotment of Land Parcel on long term lease basis at Jawaharlal Nehru Port for Operationalization of Empty Container Yard and Allied Services” shall be of 30 years, commencing from the date of issue of LOI. The possession letter shall be issued after receipt of all payments mentioned in this letter and completion of joint survey of the plot. The joint survey shall be arranged by the successful bidder at his own cost within 30 days of issue of Lol. Even in case the successful bidder fails to take the possession of the land within specified time limit, the lease rent shall be deemed to be applicable from the 30th day of issue of the Lol.
- e. The major milestones after allotment shall be as under:

Sr. No.	Activity Description	Timeline
1	Issue of Letter of Intent	T
2	Joint Physical Survey	T+30
3	Beginning of lease period* and physical possession to the successful bidder	T+30
4	Generation of invoice for lease rent	T+30
5	Payment of annual lease rent and SD and issue of possession receipt	T+45
6	Execution of Lease Agreement	T+60

- f. 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 who are found to be qualified and responsive, shall be opened on line, in the presence of authorized representatives of such bidders who wish to remain present.
- g. For award of contract, the comparison and evaluation of price bid will be based on the highest of the total landed cost quoted by the bidders in the Price Bid and the highest price received in the subsequent e-auction process.
- h. The bidder whose offers are found not in conformity with the conditions of the tender, will not be considered for opening of price bids and their un-opened price bids will be returned after award of work to the successful tenderer.
- i. The process of auction will be done online after opening of financial bids.

5.15 Site Visit

The tenderers are advised to acquaint themselves with the land parcels, its present condition, examine entry restrictions to the Port being a customs bound area, laws and bylaws of Government of Maharashtra and Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the tender and entering into the contract.

The bidder and /or his servants and agents will be granted permission to visit the site for the purpose of inspection. The bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The bidder will be liable to indemnify the employer against any loss or damage to the property of the employer or neighboring property which may be caused due to any act of the bidder or his servants and agents.

Irrespective of participation in the site-inspection, the tenderers shall be deemed to have inspected the respective sites before submission of offer and to have considered all relevant aspects necessary for submission of offer. No subsequent claims by the bidder w.r.t the nature/state of land parcels shall be admissible for any purpose whatsoever.

5.16 Tender security/EMD may be Liable to be Forfeited

- a. If a bidder withdraws his tender during the period of tender validity.
- b. In case, the bidder is found to have provided false information/ submitted forged documents.
- c. In case bidder fails to furnish security deposit or performance guarantee within stipulated period and/or enter into the required agreement.

5.17 Format and Signing of Tenders

- a. If proprietary firm makes the tender, it shall be signed by proprietor above his full name and the full name of his firm with its present address.
- b. If a firm in partnership makes the tender, a partner holding power of Attorney for the firm shall sign it. A certified copy of the power of Attorney shall accompany the tender. The certified copy of the Partnership Deed, present address of the firm and full name and current addresses of partners of the firm shall also accompany the tender.
- c. If the tender is made by limited company, duly authorized person shall sign the tender. A certified copy of authorization letter shall accompany the tender.
- d. The original and copies of the tender shall be typed or written in indelible ink and shall be signed by the person who is duly authorized in writing by or for and on behalf of such firms. Certified copy of power of Attorney shall be enclosed along with the tender.
- e. The person or persons signing the tender shall initial all pages of the tender where entries or amendments have been made.
- f. Complete tender shall be without alteration or except those to accord with instructions issued by the employer or as necessary to correct made by the bidder, in such case, corrections shall be initialed by the person or persons signing the tender.

5.18 Process to be Confidential

After the public opening of tenders, information relating to the examination, clarifications, evaluation and comparison of tenders and recommendations concerning award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by bidders to influence the Employer in the process of finalization of tenders may result in the rejection of the tenderer's Tender.

5.19 Clarification of Tenders

All the bidders are required to submit all the necessary documents along with the bids, to comply with the tender conditions i.e., fulfil their eligibility under the MQC etc., as the guidelines restrict seeking information subsequent to opening of bids. However, in case the situation warrants, JNPA may seek clarifications from the bidders on any of the points.

The request for clarification and the response shall be in writing by email/post but no change in the prices or substance of the tender shall be allowed.

5.20 Determination of Responsiveness

- a. The Employer will determine whether each tender is responsive to the requirements of the tender documents prior to detailed evaluation of tenders.
- b. Responsive tender is one, which conforms to all terms and conditions and specifications of the tender documents without material deviations or exclusions, qualifications, conditions stated, assumptions not solicited.
- c. If the tender is not responsive to the requirements of the tender documents, it will be rejected by the employer and may not subsequently be made responsive by the bidder by correcting of non-conformity.
- d. The employer may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking of any tender in the evaluation of tenders.

5.21 Criteria for Evaluation

The contract shall be awarded based on the highest quoted price over the reserve price for the vacant land at the end of the auction by the bidder.

5.22 Security Deposit

The successful bidder should pay two years' lease rent, quoted in the tender as non-interest bearing refundable Security Deposit for the duration of lease within 45 days from the date of issue of Letter of Intent. The successful bidder shall submit the Security Deposit by Demand Draft or Banker's cheque in favor of Jawaharlal Nehru Port Authority, payable at Navi Mumbai / Electronic transfer to JNPA's Bank Account as given above in the Tender. The Security Deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of lease rent or other amounts due to the lessor and / or damages to the Premises at the time of handing over vacant possession of the leased premises on the expiry or termination of lease.

Alternatively, the successful bidder can also submit the Security Deposit in the form of Bank Guarantee payable at Navi Mumbai, drawn on any nationalized / scheduled bank, drawn in favor of Jawaharlal Nehru Port Authority, as per format enclosed at Form 11 of the tender. Bank Guarantee(BG) submitted towards security deposit shall be valid beyond six months from the date of completion of lease period, with claim period of additional six months. Successful bidder may submit the BG for period of 10 years. But the lessee shall renew the BG before expiry of the earlier BG. Failure to renew the BG in timely manner will be consider as breach and the lease agreement shall be liable to termination.

In case the successful bidder fails to furnish the necessary Bank Guarantee towards Security Deposit within 45 days, the Earnest Money Deposit submitted by the bidder shall be forfeited and award of LOA / work Order shall be cancelled.

5.23 Business Plan

The Bidder shall furnish as part of its Technical Bid, a business plan (the “Business Plan”) in the format provided in **Form-5**. The Business plan shall briefly cover the key drivers, the facilities planned, the envisaged investments and the estimated employment to be generated.

5.24 Development Plan

The Bidder shall submit the proposed layout plan of the facilities.

Section – VI

Conditions of Contract

6.1 Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Employer" means Board of Authority of Port of Jawaharlal Nehru a body corporate under the Major Port Authority Act, 2021 issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief General Manager or Engineer-in charge or any other officers as nominated by the Board.

"Contractor and/or Tenderer and/or Bidder " means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.

"Lease Agreement" means and includes agreement to be entered into between the Authority and the successful bidder, terms of allotment, Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, any amendments thereto, Tender Bid, Letter of Acceptance and the Contract Agreement.

"Reserve Price" means the minimum price defined in the tender document over and above which the premium is to be quoted for any particular plot.

"Lessee" means the successful bidder to whom the land is allotted and subsequently entered into the lease agreement with the Authority

"Lessor" means Board of Authority of Port of Jawaharlal Nehru.

"Base Price" means the minimum price for the auction of the plot.

"Site" means the land to be allotted through the subject tender.

"Engineer-in-Charge" means an officer of JNPA to be In-charge of works of this tender as nominated by GENERAL MANAGER (Traffic).

"Approved/Approval" means the approval in writing.

6.2 Plot to be inspected by tenderer before bidding:

The Tenderer shall have to inspect the site at their own cost and it shall be deemed as they have fully acquainted themselves with all their aspects of the plot like size, site conditions, development plan applicable for the land and surrounding area. If required, a soil study may be conducted by the lessee after a prior intimation to JNPA and a copy of the report to be submitted to JNPA thereafter.

6.3 Land to be allotted on "AS IS WHERE IS BASIS"

The land will be allotted on 'as is where is basis'. The lessee shall obtain all statutory clearances as may be required for carrying out the works/setting up the facilities for the intended purpose of the plot. Clearance required in addition to the above if any, as per law of land should be obtained from the concerned department before commencement/ commissioning of project as the case may be at his cost. Adequate environmental / pollution control safeguards must be incorporated in the design and implemented during the execution of the project. The bidder shall have to develop the plot including access to the plot during development and for permanent access for use of the plot.

6.4 Area of Plot

The area of the plot, admeasuring 25 hectares, numbering IN-204; (Drawing attached at APPENDIX) near Funde Village shall be handed over to successful bidder for operationalization of Empty Container Yard and Allied Services. The area for all legal purposes and calculation of lease rent shall be based on actual physical joint survey before handing over of the land to the successful bidder. The joint survey shall be arranged by the successful bidder at his own cost.

6.5 Payments - Payment of Lease rentals and Mode of Payment to JNPA

Successful bidder, upon receipt of LOA / Work Order will deposit an amount towards Annual Lease rent within one month. JNPA will raise the invoice to the bidder after completion of every year on the basis of highest amount quoted by the operator. On receipt of invoice the payment shall be made by online payment mode via NEFT / RTGS within 10 days from the date of receipt of invoice. JNPA Bank details are as under:

Bank: Bank of India

Account Name: Jawaharlal Nehru Port Authority Account No.: 123210100001600

IFSC Code: BKID0001232

Any delay in payments shall attract a penal interest to be charged at 16.75% from the day of delay. Delay in payments can also attract measures of termination solely to be decided by the Port.

In case the payment against JNPA's invoice is not released within two months, the contract shall be terminated and bidder's security deposit shall be forfeited. In this regard, Chairman's decision is final and binding on the contractor.

In case of termination of the contract, any shortfall in payment to be received by JNPA and security deposit amount, after en-cashing the BG, shall be collected from amount due to be payable to the contractor on account of any other contract with JNPA.

6.6 Use of Land

a) The Lessee shall use the said Leased Premises for construction of building(s)/structure(s)/facilities solely for the purpose for which the Leased Premises has been Leased. The lessee shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the Leased Premises. Any such materials obtained from the Leased Premises should be placed or disposed of as directed by the Competent Authority of the Lessor or his authorized representative.

b) If the leased land is not utilized within two (2) years of allotment for the purpose for which it is allotted the allotment shall be liable for termination at the discretion of the Port Authority. Should the Lessee fail to utilize proposed on the land within twenty-four (24) months of handing over of the land by the Lessor, the Lessor reserves the right to repossess the land. However, in exceptional cases where the Lessor is satisfied that the delay is for reasons beyond the control of the Lessee, the Lessor may grant extension of the construction period subject to payment of additional lease rent calculated at 50% of the normal lease rent for the extended period.

6.7 Possession of Land

a) The Lessee shall arrange for the survey of the allotted area for recording actual measurements of the plot. In case of any variation in the area mentioned in this document and actual measurement of plot, the annual premium, Security deposit etc. shall be re-fixed or revised based on actual measurement. The Lessee shall depute their Authorized representative to take over the land from JNPA's officer only after remitting the various amounts stated above. The possession letter shall be issued after receipt of all payments mentioned in this letter and completion of joint survey of the plot. The joint survey shall be arranged by the successful bidder at his own cost within 30 days of issue of Lol. Even in case the successful bidder fails to take the possession of the land within specified time limit, the lease rent shall be deemed to be applicable from the 30th day of issue of the Lol.

b) In the event of expiry/termination/cancellation of the lease, if the Lessee fails to surrender the vacant and peaceful possession of the demised premises to the Lessor within three months of expiry/termination/cancellation, the Lessee shall be liable pay to the Lessor compensation for wrongful use and unauthorized occupation at **3 (THREE)** times the annual lease rent based on the latest SoR till vacant possession of the Leased Premises is handed over to the Lessor.

6.8 Validity of Bids:

The bids shall remain valid for a period of 180 days with effect from the date of opening of the Technical Bid, unless extension is sought for by Jawaharlal Nehru Port Authority and accepted by the Bidder.

6.9 Right of acceptance or rejection of any Bid

Unless the possession of the land is offered by Jawaharlal Nehru Port Authority with the sanction of the appropriate Authority after receipt of all payments and security deposit from the Bidder, mere submission of Bid, BG of EMD and offering of premium will not confer any right or interest in favour of the Bidder for allotment of land. Jawaharlal Nehru Port Authority reserve the absolute right to reject any Bid at any time without assigning any reason thereto.

6.10 Execution of Lease Agreement

After Tender-cum-Auction process Jawaharlal Nehru Port Authority will issue a Letter of Intent for the plot to the successful Bidder(s). The successful Bidder shall, within stipulated time satisfy the conditions precedent and payment schedule specified in tender or Letter of Intent for land allotment, post which the Lease deed will be executed. The format of lease agreement is enclosed at Appendix -I.

The successful tenderer / bidder has to enter into an agreement with the Authority at his cost duly affixing the non-judicial stamp of value of Rs.500 in the prescribed format or as prescribed by state government from time to time. This executed agreement along with the subject tender document conditions, all those correspondence letters, note, clarifications if any etc., exchanged between the Lessee and Lesser shall form a part of the agreement and will be a binding contract between the Jawaharlal Nehru Port Authority, Lessor and the Lessee.

6.11 Key Milestones

The major milestones after allotment shall be as under:

Sr. No.	Activity Description	Timeline
1	Issue of Letter of Intent	T
2	Joint Physical Survey	T+30
3	Beginning of lease period* and physical possession to the successful bidder	T+30
4	Generation of invoice for lease rent	T+30
5	Payment of annual lease rent and SD and issue of possession receipt	T+45
6	Execution of Lease Agreement	T+60

* Even in case the successful bidder fails to take the possession of the land within specified time limit, the lease rent shall be deemed to be applicable from the 30th day of issue of the Lol.

6.12 Lease Period

Lease period for the allotment of the land parcel shall be 30 years with no provision for auto renewal. The lease shall be automatically terminated at the end of 30 years.

6.13 Transfer and subletting

a) The Lessee shall not assign or transfer the lease without the consent in writing of the Lessor provided that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired period of the lease, and subject to furnishing an undertaking for payment of the lease rental for the balance period, and payment of a fee equivalent to 50% of the total lease rent payable by the Lessee up to the date of transfer. In the event, the Lessee extracts premium on the transfer of the lease, 50% of such premium shall be paid by the Lessee to the Lessor.

b) Subletting shall only be allowed when it is established that the business model of the lessee is based on subletting. The Lessee shall submit a proposal to JNPA for subletting if it is intended and it shall be at the discretion of the Port Authority Board to decide whether permission for subletting can be granted.

6.14 Mortgage

The Lessee shall not create any charge in respect of the leasehold interest relating to the leased premises described in the schedule hereto vested in it as well as the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favor of commercial banks and State and Central financial institutions, and the Lessor shall be entitled to charge a fee which shall be in proportion to the size and lease value of the Leased Premises. In any event, the Lessor shall always have first charge over the structure and installations and assets of the Lessee situated in the Leased Premises which shall be ceded and confirmed by the lender/mortgagee in writing.

6.15 Modification and Withdrawal of Bids:

Bidders may modify or withdraw their bids before the deadline on the website, as per standard practice followed on GeM Portal. No Bid can be modified after the deadline for submission of Bids. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the encashment of EMD.

6.16 Approvals from Statutory Authorities

a) Jawaharlal Nehru Port Authority shall issue Letter of Intent in the name of allottee (the successful bidders of the plots). The allottee will have to obtain all required approvals from various statutory authorities as applicable. Jawaharlal Nehru Port Authority shall not be responsible for any loss/damages etc. occurring, if permission or approval are not granted. JNPA shall endeavor to facilitate such permission to the extent possible.

b) The land will be allotted on 'as is where is basis'. The lessees shall obtain all statutory clearances as may be required. Clearance required in addition to the above if any, as per law of land should be obtained from the concerned department before commencement/ commissioning of project as the case may be at his cost. Adequate environmental / pollution control safeguards must be incorporated in the design and implemented during the execution of the project.

c) The lessee shall obtain NOC on plans, proposal from JNPA before submission of the same to other departments/organizations/authorities/ministries for approvals etc.

d) Bidder will assess requirement of statutory clearances and comply with the same. All statutory clearances and requisite approvals for development of site and subsequent operation shall be obtained by lessee at their own cost.

6.17 Administration of Terms of Allotment:

Chairman, Jawaharlal Nehru Port Authority shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of and lease deed on behalf of 'lessor' the Board of Authority of Port of Jawaharlal Nehru Port Authority and the Chairman, Jawaharlal Nehru Port Authority or any officer entrusted with the duties and exercising for the purpose by powers of Chairman shall issue all letters, notices, approvals and other communications in connection with the plot allotted including the notice of cancellation of allotment and/or determination of lease, notice of taking over the possession of the plot after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Port Authority posted by Regd. A.D. to the last known address of allottee/lessee and/or the plot address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the allottee.

All Rules and Regulations made by Chairman, Jawaharlal Nehru Port Authority / Board of Authority of Jawaharlal Nehru Port Authority, Ministry of Shipping, Govt. of India, with regard to use and enjoyment of the demised premises shall be deemed to be part of terms and conditions of allotment and shall be binding on the allottee.

6.18 Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or TENDER issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of

the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.19 Applicability of the Jawaharlal Nehru Port Authority’s Scale of Rates

The operational conditions for the allotted area under lease/ license basis stipulated under the Scale of Rates will be applicable for all the lease/ licensed land outside the Custom Bound Port Area.

6.20 Responsibility of Premises and cleanliness

a) Goods stored under the leased land shall be at the entire risk and responsibility of the lessee. The JNPA will not in any way take responsibility for pilferage, theft, fire or loss thereof. The lessee shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.

b) The successful tenderer shall be responsible for keeping the allotted areas clean to the satisfaction of JNPA and pollution-under-control as per applicable norm of State / Central Pollution Control Board and other statutory authorities during the entire lease period.

6.21 Indemnity

The lessee shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of JNPA for loss or damage accrued to any property or rights of JNPA whatever, or any third party arising out of or in any way in connection with the lease and further, the lessee shall indemnify JNPA against all claims enforceable against JNPA or which would be so enforceable against JNPA as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen’s Compensation Act or otherwise.

6.22 Electricity

JNPA has signed a Distribution Franchisee Agreement with MSEDCL, for distribution of power in entire network of JNPA DF area. As per Distribution Franchisee agreement, every customer in the JNPA DF area will be a consumer of MSEDCL as per the category depending upon purpose of use of

electricity. The successful bidder/Licensee/intending allottee in the JNPA DF area will have to apply for new power connection to MSEDCL online and individual Energy meter for recording its consumption shall be installed as per MSEDCL specifications. Technical feasibility and Estimate will be prepared by JNPA DF section. MSEDCL will issue demand note. Accordingly, payment has to be made to MSEDCL. All applicable charges (security deposit, meter charges, service charges), need to be borne by the licensee as per MSEDCL supply code regulations. Operation and Maintenance of all electrical installations including power cables shall be in the scope of respective agency.

The Operation and Maintenance of all other electrical equipment including power cables **shall be in the scope of Operator.**

6.23 Water

The intending allottee shall make his own arrangement for water and water supply. In case water is available in excess from JNPA resources the same can be provided subject to following conditions.

Water supply can be made available on payment of necessary Security Deposit, water connection and water consumption charges, subject to the following conditions:

- a) Allottee shall install water meter duly certified by the competent authority and submit a copy of calibration certificate to JNPA.
- b) Allottee shall construct proper chamber for installation of water meter with proper lock and key arrangement.
- c) Cost of pipeline from the tapping point to the plot and the charges for tapping to JNPA pipeline shall be borne by intending allottee. The intending allottee shall build sufficient storage capacity.
- d) On grant of the temporary water connection, the intending allottee shall pay to the JNPA water consumption charges at the notified rate as may be prescribed by the JNPA from time to time.

6.24 Foreclosure /Surrender of Lease

The License may be foreclosed by either of the parties by serving 180 (one hundred & eighty) days' notice with no liability on either side, and without assigning any reasons thereof. The Lessee shall be entitled to surrender the whole or a part of the Leased Premises before the expiration of the said Lease Period, provided the Lessee shall give six months' notice or pay six months' Rent in lieu thereof. In cases where the whole or a part of Leased Premises is surrendered at the instance of the Lessor, the Lessee shall not be liable to give notice or Rent in lieu thereof as above. Rent will, however, be payable for the period up to the date of surrender of the Leased Premises.

6.25 Termination of lease/ license:

a) If the leased land is not utilized within two (2) years of allotment for the purpose for which it is allotted the allotment shall be liable for termination.

b) The Port Authority Board shall have the right to resume possession of the leased Premises before the expiry of the Lease period, if the Leased Premises is required by the Government/Lessor in national interest or public interest with 3 months' notice. In such case, subject to availability of land, the lessee may at the discretion of the Lessor be given an option to relocate activities in another suitable location to be offered by the Lessor, as per the land use plan or the Lessor shall refund proportionate upfront premium if the land was leased on upfront basis.

c) Breach of conditions of the lease shall result in termination of the lease. If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port Authority.

d) Any false declaration either in Tender Document or otherwise shall lead to termination of the Lease.

e) If the leased land is not utilized as per the Scope of work, the allotment shall be liable for termination.

f) Within three months of expiry/termination/determination of the lease the lessee shall remove all structures at his own cost, failing which the same will vest with the Lessor free of all encumbrances and shall hand over the Leased Premises in such a manner as directed by The Authority. After the expiry /termination/ determination of the lease or forfeiture of the lease on account of change of user assignment, etc. if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent calculated in annual basis and in accordance with the prevailing SoR, till vacant possession is obtained.

g) Notwithstanding the above, this Lease Deed shall stand terminated with the termination of the land allotment.

6.26 Conciliation

In the event of any disputes between the parties, the same may be referred to conciliation through Conciliation Committee consisting of independent subject experts as a mechanism to dispute resolution. The Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply in respect of Conciliation proceedings under this clause.

6.27 Dispute resolution:

In the event of any disagreement/dispute between the Lessor and the Lessee which remain unresolved through conciliation, the same shall be adjudicated as per Public Premises (Eviction of Unauthorised Occupants) Act, 1971 including any amendment thereof.

Notwithstanding above the parties shall also be free to approach "Society for Affordable Redressal of Disputes – Ports" (SAROD Port) for resolution of any dispute through Arbitration, which remains unresolved, and in which case the Arbitration and Conciliation Act 1996 (as amended) shall apply.

AMICABLE SETTLEMENT:

Where notice of intention to commence arbitration as to the dispute has been given, arbitration of such dispute shall not be commenced unless an attempt has first been made by the Parties to settle such dispute amicably.

B) ARBITRATION:

Subject to provisions of clause 6.27, 6.28 and 6.28 (A), if the parties to this agreement refers the disputes if any, between the Parties during the currency of the Deed or after the completion of the work or abandonment thereof, for settlement through Arbitration under the aegis of "Society for Affordable Redressal of Disputes – Ports" (SAROD Port) then the disputes so raised shall be referred to a Sole Arbitrator as mutually decided by the Parties or as appointed under SAROD Port. The Arbitration shall be invoked by one Party by issuing a notice in writing to the other Party. The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to such arbitration proceedings.

C) Place of Arbitration:

The place of Arbitration shall be Mumbai, India.

D) Procedure:

The procedure to be followed in the arbitration proceedings, including appointment of arbitrator/ arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. Also, the SAROD Port rules as applicable shall also apply.

E) Enforcement of Award:

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

F) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

G) Performance during Arbitration

Unless the agreement stands terminated by the Lessor and subject to orders of the Arbitral Tribunal & competent court, if any, pending the submission of and/or decision on a dispute, difference or claim or until the Arbitral award is published, the parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

H) GOVERNING LAW:

This Deed shall be governed by the Applicable Laws. Subject to Clause 19 and 21 (Dispute Resolution and Arbitration) as applicable, the Parties hereto hereby agree to submit to the jurisdiction of the Courts situated at Mumbai for the purpose of actions and proceedings arising out of this Deed, and the Courts at Mumbai only shall have jurisdiction to hear and decide such actions and proceedings

6.28 Force majeure

Notwithstanding the provisions of this Deed, neither Party shall be eligible for damages nor termination for default against the non-performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under this Deed is result of an event of Force

Majeure.

Force Majeure Event means the occurrence of any of the events, set out below including the impact/consequence thereof which: -is beyond the control of the Party claiming to be affected thereby (the "Affected Party"); prevents the Affected Party from performing or discharging its obligations under this Deed; and the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

If a Force Majeure event arises, the affected party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected party shall continue to perform its obligation under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of occurrence of such Force Majeure event, the affected party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines mentioned in this Deed.

Force Majeure Events shall mean the occurrence of any of the events, set out below which prevent the Affected Party from performing its obligations:

Force Majeure shall mean:

- (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties.
- (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties.
- (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties.
- (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties.
- (v) Civil unrest, protest by any section of the society preventing the execution of this project.
- (vi) Work stoppage pursuant to a court order or any Government departments.
- (vii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any Act of God within India and directly affecting the Parties.
- (viii) The discovery of toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection.
- (ix) For reasons of national emergency, national security.
- (x) Any event or circumstances of a nature analogous to any events set forth above.
- (xi) Any other circumstances like eruption of epidemic, pandemic

6.29 Existing Services

a) Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the Contractor at his own cost so that may continue in full and uninterrupted use to the satisfaction of the owners thereof or otherwise occupy any part of the site in a manner likely to hinder the operation of such services

b) Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground). Whether or not & shown on the drawings, the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of EMPLOYER and of the owners.

c) Port roads and approach roads including culverts used for transporting of Dry Excavated material and Stones should not be damaged or defaced with mud and muck of tyres. The tyres of the transport equipment should be cleaned prior to usage of road. Should any damage or defacing happen, the contractor must make good or bear the cost of making good to the satisfaction of EMPLOYER and any other authority.

6.30 Miscellaneous

- a) The Port structures, roads, railways lines, etc. may require additions/alternations at a later date as a part of the future development of the Port and the Lessee shall shift/realign the storage facility/ pipelines as may be necessary in this regard and as directed by the Lessor at its own cost and no claim whatsoever for any expenditure incurred in this regard will be entertained by the Lessor. The cost of construction of the road which is required to be realigned due to the proposed Portexpansion as mentioned above shall be duly reimbursed by the lessee to the Lessor.
- b) The Lessee shall provide suitable crossing wherever the alignment of pipeline crosses the existing and proposed Port structures/roads/railway lines/ electrical cables/Telephone cables/ water supply pipelines etc. at his own cost. The Lessee shall have to take necessary clearance from the concerned departments in such cases.
- c) The Lessor reserves its right to impose any additional conditions/alter any of the conditions from security/safety/traffic point of view and the same shall be binding on the Lessee.
- d) Notwithstanding anything contained in the tender document, 'Policy Guidelines for Land Management by Major Ports, 2014 and its amendments of Govt. of India shall prevail in case of any dispute as to the interpretation of any terms of this tender.
- e) The lessee shall agree to comply with all rules or directions, SOPs, circulars, notices etc. issued by the JNPA from time to time. Should the lessee neglect to comply with such rules or directions, the JNPA may terminate the lease.
- f) Hoarding or advertisement board shall not be erected in the Leased Premises without the written permission of the Lessor.

6.31 INTEGRITY PACT:

INTEGRITY PACT IN JAWAHARLAL NEHRU PORT AUTHORITY: The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity, and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.1.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and Jawaharlal Nehru Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with JNPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of

the contract, i.e., final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in bid document. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Ms Smita Srivastava has been appointed IEM by JNPA from 2024.

For this tender:

The bidder has to execute Integrity pact agreement with JAWAHARLAL NEHRU PORT AUTHORITY (As per Form). Ms Smita Srivastava has been nominated as Independent External Monitor for Integrity Pact whose address is as under:

Address: Flat 9B, Shatabdi Vihar, Plot E-15, Sector 61, NOIDA,

Gautam Budha Nagar-201307 (U.P.). Mob. No. +91 – 9013853676.

Email: smitasrivastavairs@gmail.com

Scanned copy of Pre-Contract Integrity Pact Agreement is to be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand delivery immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

The PROFORMA OF INTEGRITY PACT available at FORM is an integral part of the tender document and all bidders have to execute the same and upload online and submit the original during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection.

6.32 Insurance:

a. Insurance for personal injuries:

The contractor shall at his own costs and expenses obtain and shall cause any sub-contractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such sub-contractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/ policies as and when required by the Authority.

b. Third Party Insurance:

Before commencing the execution of the work, the contractor shall insure in the joint names of the contractor and JNPA against any damage or loss or injury which may occur to any property or to any person (including property and employees of the Authority) by or arising out of the execution of the works or temporary works in the carrying out of the contract. Such insurance (of Value not less than Rs. 5 Lakh for one incidence with reinstatement of same amount after every incidence) shall be effected

with an Indian Insurance Company and in terms approved by the Authority (which approval shall not be unreasonably withheld) and the contractor shall have to produce to the Engineer-in-charge the policy or policies of insurance and the receipt for the payment of the current premiums.

- c. **Insurance of the property:** The Successful bidder shall insure considering maximum number of containers to be stored, existing assets of Empty yard & other related equipment.

6.33 GENERAL TERMS AND CONDITIONS:

1. The Operator to be appointed through tendering process of forward auction for operating Empty container yard shall be permitted to collect the handling charges and running of empty Container yard.
 - a) Though JNPA will make all out efforts to handover the proposed Empty yard area on the date of signing of the agreement, but in case there is delay in handing over the area on whatsoever reasons from JNPA side, the Operator will not make any claim, compensation, damage on this account. The proposed Empty Container yard near Funde village shall be handed over as is where basis.
 - b) If there is any dispute related to the area, representation to this effect can be made only within 15 days from the date of handing over of the site by JNPA. After expiry of this period no request related to area will be accepted.
2. All the pages of this Tender application form have to be signed in acceptance of the terms and condition mentioned herein and enclosed with the submission.
3. **HANDLING CHARGES:**
 - a) The Handling charges shall be displayed on the Notice Board to be placed at the entry gate, out gate of the yard and other prominent places.
 - b) The Tenderers may please note that entire responsibility of safety & security of the area lies with the Operator to be appointed. All measures like checking of vehicles/ containers to be done by the contractor for each & every vehicle entering into the area. Proper record will be maintained by the contractor in which details of all containers / vehicles like time / date of entry / exit will be recorded. Data pertaining to handling of empty containers shall be submitted to General Manager (Traffic), as and when required and as advised by General Manager (Traffic) or his representative.
 - d) If the Empty container yard areas are required to be closed to ensure the security of the area, during Bandhs, riots, strikes and national festivals like Holi, Independence Day, Republic Day, etc. the areas are to be closed as per the requirement. Claim to reduce the license fee for this will not be

entertained. No claim for refund for the reason, whatsoever will be entertained.

- d) The Empty container yard Operator shall make necessary arrangements of deploying the Quick Response Team (QRT) along with the vehicle and public address system installed therein the vehicle. The Operator shall not encourage any parking of vehicles outside the Buffer yard area. i.e., no vehicle shall be permitted to be parked on the approach roads of the Port Terminals. In case it is observed that the Operator of the Empty container yard Area is indulged in such practice, strict action, may be to the extent of termination of the contract shall be initiated against the Operator.
4. The Operator shall have no right, other interest in the Empty container yard and the legal possession and ownership of the area under lease (Drawing of proposed empty container yard is attached at Annexure), shall always continue to vest with JNPA.

The Empty container yard shall not be used or permitted to be used for any other purpose other than as mentioned in the tender document. If the Contractor found using the plot for other purpose, JNPA reserve its right to reject the permission to carry out any such activity and invite the termination clause.

5. Responsibilities of the Lessee (Operator):
 - (a) Arrangements for maintaining the Empty container yard site in a good state of functioning.
 - (b) The Operator shall ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment. Any physical damage or injury to the Drivers / commuters / visitors or vehicle due to the lapses on the part of the Operator will be the sole responsibility of the Operator only and the Operator shall have to make necessary arrangements for rectification of the damage and make it good. JNPA will stand absolved of any obligations or liability towards the injured / damage.
 - (c) Proper Uniform along with ID Card shall be provided by the Operator to their employees. It is the sole responsibility of the Operator to ensure that the employees shall wear the safety PPEs, uniform and carry the ID Card, when they are on duty.
 - (d) The employees of the Operator shall under no circumstances be construed as employees of JNPA, and the Operator indemnifies JNPA against any claims whatsoever against claims made by Operator's employees. That the Operator shall at all-time keep the JNPA indemnified against all claims which may be made under the "Workmen Compensation Act 1923" as amended from time to time, in respect of Operator or any of his employees.

- (e) The Operator will strictly ensure manning of the entry and exit gates and regulate the entering and exiting traffic in a proper and orderly manner and ensure that there won't be any obstruction to the Port Traffic, due to in and out movement of Empty container yard.
 - (f) The Operator shall not tap electricity from any structure/ circuit or fixture of JNPA or from any other source. Operator may take permission from JNPA for electricity connection by providing necessary meters and cables etc. if excess available with JNPA. In such cases, operator has to pay as per prevailing rates as worked out and notified by JNPA/ MSEB.
 - (g) The Operator will vacate the site peacefully after the expiry of lease or on its cancellation.
 - (h) The Operator shall ensure that no indecent, obnoxious or such other activity which may cause nuisance / embarrassment to the general public, shall be carried in the parking site and the decision of JNPA in this regard shall be final and binding.
 - (i) The operator shall give preference to PAP (Project Affected Person) for recruitment of manpower. It may be noted that 90% of blue-collar jobs to be offered to local Project Affected Persons (PAPs).
 - (j) 80% of subcontractor turnaround services to involve PAPs.
 - (k) The Operator shall comply and implement SOP issued by JNPA time to time.
 - (l) No other activities other than related to Empty yard shall be permitted.
 - (m) The Bidder shall be registered with PF Commissioner, ESIC and GST Authority.
6. The Operator shall abide by all the rules and bye-laws of the statutory and regulatory bodies and the local bodies in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by JNPA from time to time. He shall also pay all municipal taxes/other local body taxes or fees as due.
 7. The Bidder/Operator shall not object to any construction in or around the site that is considered essential by JNPA.
 8. The Operator may note that the Empty container yard area is essentially treated for the convenience of JNPA and its stakeholders. The trucks of JNPA Terminals will have overriding priority over any other user. No claim or compensation on this account will be entertained or considered by JNPA.

SECTION VII
SCOPE OF WORK

7.0 CONTAINER HANDLING CAPACITY AT JNPA:

7.1 Port Capacity

JNPA currently has 5 Container Terminals at JNPA . The details of the terminals are given as under:

Sr. No.	Description of Jetty	Capacity
1	Nhava Sheva (India) Gateway Terminal	0.8 Million TEUs/annum
2	Nhava Sheva Free Port Terminals	0.9 Million TEUs/annum
3	Nhava Sheva International Container Terminal	1.2 Million TEUs/annum
4	APM Terminals	1.8 Million TEUs/annum
5	Bharat Mumbai Container Terminal	2.4 Million TEUs/annum

The containers arrive and leave by road, rail and water. About 17% of the total containers are handled by rail and the rest are evacuated by road. The loaded empty containers are transported to the factories, CFSs and after de-stuffing the cargo are returned to the empty container yard. Also the empty containers are sent to Factory for stuffing of export cargo at Factory itself.

The successful bidder shall be allotted land on as is where is basis. Upon taking over of the land, successful bidder will have to make necessary arrangements of filling and levelling of the land. While carrying out filling and levelling work bidder will have to ensure that land will have sufficient strength for facilitating erection of structure for storage of empty containers. Structure being erected shall be of hot dip galvanized material or any anti corrosive weather resistant material. Considering saline atmosphere around the area and possibility of faster corrosion, all the nut-bolts being used shall be of stainless steel or anti corrosive material.

7.2 Scope of Work:

1. Filling, levelling and strengthening of land.
2. Supply and installation of firefighting system.
3. Construction of office complex, gate complex, development of maintenance facilities to facilitate repair and maintenance of the Containers as and when required. Preference shall be given to develop all these facilities under one roof by constructing multistoried building where repair and maintenance activities shall be carried out at the ground floor.
4. Dedicated area for inspection of containers arriving / being delivered shall be identified and earmarked. This dedicated area for inspection of container may be arranged at the parking area.
5. Development of modest cafeteria, medical facility, recreational facility and rest room for the drivers and other stakeholders
6. Development of parking area up to maximum of 10 % of land to accommodate all the Tractor Trailers arriving at Depot for pick up / delivery of the empty containers.
7. The successful bidder/licensee/intending allottee shall use 100% available rooftop space for installation of rooftop solar PV panels. It shall also use available unused space

for installation of solar panels as feasible. It should also strive hard to use Green power to the maximum extent possible for its day to day operations.

8. The development of facilities shall be taken up as follows:
 - Filling, levelling and strengthening of land. Construction of gate complex, office complex, cafeteria & rest room, facility of maintenance activity shall be commenced within 90 to 150 days from the date of taking over of the land.
 - Operationalization of empty container yard in conventional way so as to achieve minimum storage capacity of 25,000 TEUs in a period of two years and expand the same to 40,000 TEUs within a span of five years.

The activities of design and development of mechanized empty container storage system based on principles of ASRS with storage facility of 1400 TEUs/Acre of empty containers shall be carried out simultaneously.
 - Supply, installation, testing, commissioning, maintenance and operationalization of mechanized empty container storage system. The container storage system shall be “Automated Storage and Retrieval, based on principles of ASRS”. The work shall be completed within a period of three years from the date of taking over of the land.
 - a. Initially the work for mechanized storage of 1400 TEUs/ Acre of empty containers (FirstModule) shall be taken up. Based on its experience and ease of operations the module for mechanized storage of empty containers shall be replicated, over minimum 25% of the area of land allotted. However, the bidder shall take a call to increase the land use for mechanized empty container storage system.
 - b. In such a case, with replication of modules of mechanized empty container storage system over the period, proportionate handling of empty containers in conventional way shall be minimized in phased manner. Entire work of development of the mechanized empty container storage system shall be completed within five years from the date of taking over of the land.
9. To provide facility for incoming Inspection, cleaning and repairs of all types of containers.
10. The bidder is required to install following system:
 - a. To ensure Gate Automation.
 - b. Terminal Operating System for real-time location mapping of containers within the yard.
 - c. Online payment Gateway for receivables.

FORMS INDEX

FORM 1	LETTER OF APPLICATION (To be submitted on tenderer's firm's letterhead)
FORM 2	GENERAL INFORMATION
FORM 3	FINANCIAL TURNOVER STATEMENTS
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FORM-5	FORMAT FOR SUBMISSION OF BUSINESS PLAN
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FORM-10	JOINT VENTURE PARTICIPATION FORMS
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FORM- 1 LETTER OF APPLICATION

FORM-1

To be submitted on tenderer's firm's Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, telex number, e-mail ids, website etc.

To,

The General Manager (Traffic)
Jawaharlal Nehru Port Authority
Administration Building,
Sheva, Navi Mumbai – 400 707.

SUB: " -----".

Sir,

1. Being duly authorized and represent and act on behalf of M/s. _____ hereinafter called the 'Tenderer' and having fully understood Instructions to Tenderer, General Conditions of Contract, as given in the Tender Enquiry and after visiting the Site, the undersigned hereby submits the Quotation/Offer.

2. JNPA and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.

3. **JNPA representatives may contact following persons for further information:**

For General & Managerial inquiries	
Name of Contact Person	
Telephone number/s & Fax No.	

For Technical inquiries	
Name of Contact Person	
Telephone number/s & Fax No	

For Financial inquiries

Name of Contact Person	
Telephone number/s & Fax number/s	

4. This application is made in the full understanding that:

- i.** Tenders received from Tenderers will be subject to verification of all submitted information.
- ii.** JNPA reserves the right to reject or accept any Tender in full OR in part OR to cancel the tender enquiry and to reject all tenders without assigning any reason/s.
- iii.** JNPA will not be liable for any such actions and will be under no obligation to inform the Tenderer of the grounds therefor.
- iv.** If our Tender is accepted, we confirm to commence work from the date of issue of `Letter of Intent' or `Letter of Acceptance' or `Work Order' and to complete all works in good conditions within the completion period as stipulated in this Tender.
- v.** If our Tender is accepted, we will furnish the Security Deposit cum Performance Guarantee in the form of Bank Guarantee or Demand Draft OR as may be specified for the due Performance of the Contract. The amount and format of such Guarantee will be in accordance with the subject Tender and Conditions of Contract.
- vi.** We agree to abide by this Tender for the period of 180 days from the date of opening of Technical Bid and it shall remain binding upon us and may be extended at any time, if requested by JNPA, before the expiry of the validity period as given in this Tender.
- vii.** I / We also agree that if in the event of allotment of any of the plot applied for being made to me / us and if I / We fail to take over the possession of the said plot within stipulated timelines, the Earnest Money remitted here under will stand forfeited in favor of Jawaharlal Nehru Port Authority

1. The undersigned declare that the statements made & the information provided in the duly filled Forms are complete, true & correct in every details.

Signature

Name
For & on behalf of (name of the Tenderer or partnership firm)

Signature

Name
For & on behalf of (name of the partner, if any)

Signature

--

Name

For & on behalf of (name of the partner, if any)

NOTE: In case of Partnership firm, copy of the Partnership Deed should be enclosed. If application is on behalf of private or public Ltd. company, a copy of Memorandum and Article of Association of the Company together with Certificate of Incorporation and a copy of Resolution authorizing the signatory to apply on behalf of the Company should be enclosed. If the Application is being made in the capacity of a Promoter of proposed Company, it may clearly be so stated. If it is a Society whether it is registered under Co- Operative Societies Act or Societies Registration Act may be stated. Details of Registration Number and date may be given.

FORM- 2 GENERAL INFORMATION

All firms submitting the tender must complete the information in this form. All correspondence made by JNPA on following contact information shall be treated as official communication.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	E-Mail	
6.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	E-Mail	

11.	Works address:	
12.	Contact person name at Works:	
13.	Telephone number/s:	
14.	E-Mail	

Scanned or notarized copies of original document defining the constitutional or legal status, place of registration and principal place of business of the company or firm or partnership firm in support of information provided above.

FORM- 3 FINANCIAL TURNOVER OF THE FIRM / COMPANY

SL.NO	Financial Year (Bracket 2)	Annual Turnover
1	2021-22	
2	2022-23	
3	2023-24	
Average Turnover		
Net worth		

Note: Scanned notarized copy of the reports on the financial standing of bidder including audited profit and loss statements, balance sheets, ITRs for last three years duly certified by the Statutory Auditor (bearing requisite UDIN number), balance sheets and auditor's reports for the past three years as per of Instruction to Bidders.

Signature of Bidder

Note: If any other standard format is followed by JNPA the same may be adopted in lieu of the format provided.

FORM-4 DETAILS OF SIMILAR WORKS/PROJECTS IN PAST

Tenderer should provide necessary information about similar works defined in MQC during last 03 years. The information in this regard should be submitted in below mentioned format/other suitable format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is essential to submit copies of relevant documents as detailed in the document.

Sr. No.	Name of the work and Client	Description of work/activity/project/nature of business carried out
1.		
2.		
3.		
4.		

FORM-5 FORMAT FOR SUBMISSION OF BUSINESS PLAN

The Business Plan of the Bidder should broadly include the following,

- a. Key drivers of the planned activities at the plot
- b. Planned operations in the plot
- c. Facilities and infrastructure to be created
- d. Estimated Investment Levels
- e. Investment amount to be made in the initial 2 years of the lease
- f. Volume of EXIM cargo expected
- g. Power, water and waste water outlet requirement for the unit during construction period
- h. Power, water and waste water outlet requirement for the unit during full capacity operations
- i. Estimated employment generation

FORM -6 PROFORMA OF POWER OF ATTORNEY

To be executed on Non-judicial Stamp paper of Rs. 500/-

To

The General Manager (Traffic)

Jawaharlal Nehru Port Authority (JNPA)

Nhava Sheva, Navi Mumbai-400707

Dear Sir,

Know all men by these presents, We, _____, a company registered in _____, having our registered office at _____, by virtue of a General Power of Attorney granted to - _____ dated _____ (a copy of which is enclosed), do hereby constitute, appoint and authorize _____, residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to "-----" (the "Project"), on behalf of _____ *Name of the bidder* _____ authorised to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No: -----.

We confirm that, we shall be bound by all and whatsoever our said "Authorized Representative" shall commit, attendance and representation at the meetings, discussions and negotiations with regard to the Tender document, signing of agreement and submission of all documents and providing information / responses to JNPA in all matters in connection with our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of ____ 2025. For

Name of the bidder

Name and designation of the person holding General Power of Attorney accepted

Name of the authorized signatory in whose name this Power of Attorney is issued

Designation & address

Date:

Note: If any other standard format is followed by JNPA the same may be adopted in lieu of the format provided

FORM-7 FORMAT FOR PRE BID QUERIES BY BIDDERS
(To be submitted in Bidder's Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

Sl No.	Section No. Clause and Sub Clause No.	Page No.	Details of Queries
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Note: If any other standard format is followed by JNPA the same may be adopted in lieu of the format provided

BIDDER'S SIGNATURE

FORM-8 E-PAYMENT FORM

To,
XXXX
XXXXXX

Through: General Manager (Traffic)

Sir,
We hereby give Particulars for Payment of the Work bill/Advance/Refund of EMD/Credit Notes etc.

Sl.No	Particulars
1	Name of the bidder
2	Address of the bidder
3	Name of the for which payment is made
4	Agreement dated: Work order No.
5	Name of the bank in which Consultant operating account.
6	Address of the Bank
7	Branch Code No
8	Type of Account (Whether SB A/c or Current A/c
9	Account No :
10	PAN No.
11	GST Registration No.

Yours Sincerely
(Signature of Bidder)

FORM-9 FORMAT FOR BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for the tender of _____ [name of Contract/Tender] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security/Additional Security (if applicable), in accordance with the Instructions to Bidders, or

(c) does not accept the correction of the Bid Price pursuant to tender conditions;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions or relevant tender condition, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____² after the deadline for submission of Bids as such deadline stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this day of 20

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 5.6 of the Tender.

2 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

FORM- 10 JOINT VENTURE OR CONSORTIUM
PARTICIPATION FORMS

A. FORM IN CASE OF CONSORTIUM OR JOINT VENTRE AGREEMENT. -

This Joint Venture agreement is made at _____ on _____ day of _____ 2025. between M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor/partner or Director (hereinafter referred to as "First Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its Proprietor/Partner or Director, (hereinafter referred to as "Second Party")

WHEREAS the First Party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a Joint Venture for carrying on the work of JAWAHARLAL NEHRU PORT AUTHORITY in connection with work of _____ (Please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form of Joint Venture for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/s. _____.

2. It is further agreed by the Joint Venture Partners that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.

3 That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any and all the partners and parties of the Joint Venture and the entire execution of the contract including payments shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH: The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of each party shall be as under:

First Party:

Second Party:

5. The turnover and experience of each party is as under:

First Party:

Second Party:

6. Subject to provisions of this tender, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as required for execution of works, will be deployed by each Joint Venture partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Employer (Port) to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture shall be at _____

9. The Joint Venture shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books of accounts which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account: The Joint Venture shall open and maintain bank account(s) at _____/The JV shall act through, for all transaction purposes linked to this tender through bank account of the Lead Partner at----- --. The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture and to give discharge on behalf of the Joint Venture. IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this _____ day of _____.

Party of First Part

Party of Second Part

Witness:

1)

2)

B. PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

(On each Firm's Letter Head)

Date: -

No _____

To,

THE GENERAL MANAGER

Traffic Department

JAWAHARLAL NEHRU PORT AUTHORITY

Administration Building,

Sheva, NAVI MUMBAI - 400 707

Sir,

Ref: Your notice for

We wish to confirm that our company/firm (DELETED as appropriate) has formed a Joint Venture by name of -----for the purposes associated with this tender as referred to above.

(Members who are not the lead partner of the JV should add the following paragraph)

The JV is led by whom we hereby authorise to act on our behalf for the purposes of submission of Bid for and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.

(Member(s) being the lead member of the group should add the following paragraph) *

2. In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture.

3. In the event of our group being awarded the contract, we agree to be jointly with (names of other members of our JV) and severally liable to the JAWAHARLAL NEHRU PORT AUTHORITY, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between JAWAHARLAL NEHRU PORT AUTHORITY and our JV.

4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory) _____

(Capacity of Signatory) _____

Seal

**C. FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT
VENTURE (JV) PARTNERS -
POWER OF ATTORNEY***

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we do hereby constitute, appoint and authorize Mr/Ms _____ who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of Including signing and submission of all documents and providing information/responses to JAWAHARLAL NEHRU PORT AUTHORITY, representing us in all matters, dealing with Jawaharlal Nehru Trust Port in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 20_.

(Signature of authorized Signatory)

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

*Notes:

i. To be executed by all the partners individually, in case of a Joint Venture.

ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM-11 FORMAT FOR BANK GUARANTEE AGAINST SECURITY DEPOSIT

To

Board of Jawaharlal Nehru Port Authority
Jawaharlal Nehru Port Authority
Administration Building, Sheva
Navi Mumbai-400 707
Maharashtra
India

In consideration of Board of Jawaharlal Nehru Port Authority (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at

..... (hereinafter referred as the "Lessee" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. Dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") for the Project "-----", and the Lessee having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Lessee do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Lessee of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Lessee of any of the terms or conditions contained in the said Agreement or by reason of the Lessee's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Lessee in any suit or proceeding pending 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 thereunder and the Lessee shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree 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 Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Lessee and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of

one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority 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 Agreement or to extend time of performance by the said Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Lessee and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Lessee or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Lessee(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of....., 2025

(Signature, name and designation of the authorised signatory

NOTES:

i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

Form-12

(This document shall be executed in 500/- non judicial stamp).

PROFORMA OF INTEGRITY PACT (in original)

INTEGRITY PACT

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY(JNPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members) hereinafter referred to as "The Bidder/Contractor.

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - c) The Principal will exclude from the process all known prejudicial persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract will not be stalled.

Section 2 - Commitments of the Bidder / Contractor

- 2) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
 - b) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - g) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- 3) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3: Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is

entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

- 2) The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3) If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

- 1) If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

- 1) The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

- 2) If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

- 1) Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Ms Smita Srivastava, independent Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
- 3) The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4) The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

- 6) The Monitor will submit a written report, to the Chairman of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations. If the Monitor has reported to the Chairman of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai 400 707.
- 2) Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on both parties.
- 3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal

For the Bidder/Contractor

Place: JNPA, Navi Mumbai

Witness-1 :

Witness-2 :

Date : ____/____/2025

FORM- 13 CHECKLIST FOR COVER 1 SUBMISSION

Sl. No.	Details / documents	Check box (Please tick)	Page no. of bid document
1.	Letter of application (Form-1)		
2.	General Information (Form-2)		
	Scanned copies of registration/incorporation certificate and principle place of business		
3.	Financial turnover statements (Form – 3)		
	Scanned copies of audited Balance sheets/P&L statements, IT returns, TDS etc.		
4.	Details of similar works – (Form – 4)		
	Evidence in support of works/activities/projects		
5.	Format for submission of business plan – (Form - 5)		
6.	Proforma for PoA – (Form - 6)		
7.	Pre Bid Queries (Form -7)		
8.	Income Tax, PAN & GST registration details		
9.	Declaration of information on Litigation		
10.	Undertaking on Declaration on non-debarment		
11.	Blank Tender document with addendum duly signed and stamped on each page and enclosed in ORIGINAL		
12.	ESIC certificate		
13.	PF registration Certificate		
14.	Nil/No Deviation letter		
15.	Copy of partnership deed if applicable		
16.	Executed Integrity Pact		
17.	Agreement of SAMO operator (If applicable)		
18.	Certificate from Statutory Auditor / Chartered Accountant (CA) clearly indicating UDIN number for the particular year in this effect. (For MEC clause A)		
19.	Joint Venture Participation form		
20.	Undertaking letter in support of MEC clause C		
21.	Any other documents		

APPENDIX 1 TO TENDER

Draft LEASE DEED

THIS DEED OF LEASE, made at Navi Mumbai on theday ofTwo Thousand and Twentybetween:

THE BOARD OF AUTHORITYEES OF THE Jawaharlal Nehru Port Authority, a body corporate under the Major Port Authority Act, 2021, having its office at Administration Building, Sheva, Navi Mumbai – 400 707, represented by Shri _____having office at Administration Building, Sheva, Navi Mumbai – 400 707, (hereinafter called "***the Lessor***", which expression shall unless repugnant to the context or meaning thereof, include its successors in office and assigns) of the one part, and

M/S. _____, a company registered under the Companies Act, 1956 and having its registered office at _____ represented by its Chief Executive Officer, Mr. _____, son of Shri _____aged _____ years residing at _____. (hereinafter called "***the Lessee***" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part,

WHEREAS,

The Lessor has decided to allot to the Lessee a plot of its land within its port limits on a lease of 30 years for the purpose of ----- on the terms and conditions as set out hereunder.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

That the Lessor do, in consideration of annual lease rent and the security deposit to be paid as hereinafter referred and other terms and conditions on the part of the Lessee to be observed, hereby grant to the Lessee, a Lease of

ALL THAT piece and parcel of land containing by admeasurement _____ Sqm or thereabouts; and situate _____within the port limits of the Lessor which is more particularly described in the schedule hereunder written and for greater clarity, delineated with the Red coloured boundaries thereof on the Plan annexed hereto (hereinafter called the "***Leased Premises***") TO HOLD the same on lease for the period of 30 years beginning from _____and ending on _____(hereinafter referred to as "***the Lease Period***"), for the purpose of ----- subject to the following conditions: -

- a) The Lessee shall pay to the Lessor the monthly Lease rent (offer made by the Lessee in response to the Tender), assessed under the covenants and conditions hereinafter contained during the said term as Lease Rent clear of all deductions payable monthly in advance on or before _____ of every month. The Lessee shall pay the Lessor the monthly Lease rent of Rs./- (Rupees _____ Only) which subject to an annual escalation of 2% compoundable for the Lease period from _____ to _____.
- b) The Lessee shall pay the Lessor as Security Deposit for the Lease of the land area indicated hereinbefore, an amount of Rs. /- (Rupees _____ only). The security deposit shall be equivalent to sum of the two years' lease rent and shall be replenished from time to time such that an amount equivalent to the sum of the next two years' lease rent is available with the lessor throughout the Lease Period .
- c) In case payment of Lease rent and other dues, recoverable or imposed under these presents, is not made within the time stipulated herein or in the notice of demand or imposition issued hereunder, the lessee shall be liable to pay to the Lessor an interest at SBI PLR + 2% per annum or such percentage as may be specified by the lessor from time to time on the amount of over dues.
- d) The Lessee shall, from time to time and at all times during the said term, pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, excluding arrears if any accrued _____ (viz., the date of commencement of the term of the Lease), or which may at any time hereafter during the said term be imposed, charged or assessed upon the Leased premises hereby demised or the building to be erected thereon.
- e) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised, subject to a minimum of Rs. _____/- (Rupees _____ only), it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.
- g) If the Lessee makes default in payment of the Lease rent and water charges, or any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall be entitled to revoke this Deed and cancel the Lease forthwith. The Lessee shall thereupon, forfeit all its rights thereunder and shall remain liable for any sum then due by the Lessee and also for any loss which may be caused to the Lessor by reasons of such default.
- h) The Lessor also reserves the right to request the concerned Authority to disconnect electricity & water connections and stop all services to the Lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.
- i) Notwithstanding the above, this Lease Deed shall stand terminated with the termination

of the land allotment.

- j) All notice, bills and letters of demand issued by the lessor to the lessee under these presents shall be deemed to have been duly received by him.
 - i) If the same are sent by registered post to the best known address of the lessee.
 - ii) Or are affixed to some conspicuous part of the demised premises or any structure thereon.

2.

- a) All plans for the development of the Leased Premises shall be vetted by the Competent Authority of the Lessor, before the commencement of work. The plans shall also be approved by the concerned statutory authority, wherever required, before the commencement of work.
- b) The Lessee shall not, at any time without previous consent in writing of the Lessor, erect on any part of the Leased premises, any building/structures/facilities.
- c) The Lessee shall use the said Leased Premises for construction of building(s)/structure(s)/facilities solely for the purpose for which the Leased Premises has been Leased unless otherwise approved by the Lessor in writing, and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the Leased Premises. Any such materials obtained from the Leased Premises should be placed or disposed of as directed by the Competent Authority of the Lessor or his authorized representative.
- d) If the Lessee has completed the construction of the building/ structures/facilities as provided hereinbefore, within the stipulated period:
 - i. The Lessee shall have the liberty to use the said Leased Premises only for the purpose for which it is allotted by the Lessor.
 - ii. It is made clear that the Lessee should utilize the maximum permissible area of the Leased Premises for the development of ----- and the Lessor reserves the right to repossess without any claim to compensation whatsoever, the whole or part of the portion of the Leased Premises left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of Leased Premises that should be utilized for the construction **or** the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding. In the event of cancellation of the lease, if the Lessee fails to surrender the vacant and peaceful possession of the demised premises to the Lessor, and the Lessee shall be liable pay to the Lessor compensation for wrongful use and unauthorized occupation at **three** times the annual lease rent based on the latest SoR till vacant possession of the Leased Premises is handed over to the Lessor.
- e) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including Environmental Clearances, if applicable, from appropriate authorities, before

execution/commissioning of the Project and from time to time thereafter. The Lessee shall strictly adhere to all environmental safeguards as prescribed by statutory authorities while handling and transporting the cargo which also include implementing all safety measures and safeguards for firefighting, effluent collection and disposal system as per the law. The Development of facilities at the Leased Premises shall be open to the Lessor for inspection at all reasonable times.

- f) The Lessee shall perform all its activities in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the Lease Deed and shall be binding on the Lessee.
- g) The Lease shall be governed by provisions of the Major Port Authority Act, 1963, Indian Ports Act, 1908, Policy Guidelines for Land Management framed by the Government of India for Major Ports from time to time and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India.
- h) The Lessee shall at all times during the subsistence of the Lease maintain the premises in good sanitary condition and repair and keep the buildings/ structures/facilities erected and/or to be erected on the said Leased Premises in good and tenantable condition.
- i) The Lessee shall pay to the Lessor for any damage caused by it or its Employees/Workers or agents during the lease period, to any property of the Lessor on the said Leased Premises or on the land located adjacent thereto.
- j) The Lessor shall not be responsible to the Lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the Leased Premises and the activities the Lessee is engaged in, on the said Leased Premises during the period of Lease. The Lessee shall also indemnify the Lessor against all loss or damage or injury to life or property of anyone including third party or claims and costs thereof arising directly or indirectly from the use of the Leased Premises and the activities carried out by the Lessee on the said Leased Premises during the period of Lease.
- k) Hoarding or advertisement board shall not be erected in the Leased Premises without the written permission of the Lessor.
- l) If, need arises, the Lessor may issue instruction in writing to the Lessee to permit routing of any utility services such as underground or overhead electric lines, telegraphic lines, Pipelines etc. of other user through the land allotted to the lessee and the Lessee shall comply with the same and the Lessee shall not be compensated for it.
- m) That the Lessee shall agree to change the alignment of the structures whenever desired by the Lessor and that re-laying of the structures will be carried out by the Lessee at its own risk and cost.
- n) That the Lessee hereby agrees and undertakes not to claim any compensation or damages from the lessor for any loss or damages which may be caused or incurred on account of or due to holding up of facility operation due to shifting of pipeline/s

3.

- a) The Lessee shall not assign or transfer the lease without the consent in writing of the Lessor provided that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired period of the lease, and subject to furnishing an undertaking for payment of the annual lease rental for the balance period, and payment of a fee equivalent to 50% of the total lease rent payable by the Lessee up to the date of transfer. In the event, the Lessee extracts premium on the transfer of the lease, 50% of such premium shall be paid by the Lessee to the Lessor.
- b) In the event of breach/violation of any provision of this agreement by the Lessee, the Lessor reserves its right to impose appropriate penalty on the Lessee or cancel the lease depending upon the magnitude of the breach/violation. Such penalty may be imposed after giving a reasonable opportunity to the Lessee to present its case to the Lessee.
- c) It is also made clear that the above provision shall not be construed as a waiver of any of the rights of the Lessor under the Lease Deed including the right to terminate the Lease for sub-letting, which the Lessor is entitled to enforce against the Lessee.
- d) Any assignment or transfer of the lease without the prior approval of the Authority which sanctioned the Lease, shall make Lease liable for cancellation. The Lessee shall not be allowed to sub-lease or sub-let or part with possession of the lease premises or any part thereof.
- e) The Lessee shall not create any charge in respect of the leasehold interest relating to the leased premises described in the schedule hereto vested in it as well as the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favour of commercial banks and State and Central financial institutions, and the Lessor shall be entitled to charge a fee which shall be in proportion to the size and lease value of the Leased Premises. In any event, the Lessor shall always have first charge over the structure and installations and assets of the Lessee situated in the Leased Premises which shall be ceded and confirmed by the lender/mortgagee in writing.
- f) The Lessee shall handle/utilize the plot only for ----- --. Lessee shall use the leased premises for construction of building(s)/structure(s) etc. for the purpose for which the land has been leased, unless otherwise approved by the Lessor and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the said land. Any such materials obtained from the site should be placed or disposed of as directed by the Competent Authority of the lessor or his/its authorized representative
- g) Should the Lessee fail to complete construction of building/structures/development works proposed on the land within twenty-four (24) months of handing over of the land by the Lessor, the Lessor reserves the right to repossess the land. However, in exceptional cases where the Lessor is satisfied that the delay is for reasons beyond the control of the

Lessee, the Lessor may grant extension of the construction period subject to payment of additional lease rent calculated at 50% of the normal lease rent for the extended period

h) The Lessee, for installation of permanent pipelines, other service lines, etc. through the port area of the Lessor, must obtain prior permission for way leave from the Lessor.

4.

The Lessee shall be entitled to surrender the whole or a part of the Leased Premises before the expiration of the said Lease Period, provided the Lessee shall give six months' notice or pay six months' Rent in lieu thereof. In cases where the whole or a part of Leased Premises is surrendered at the instance of the Lessor, the Lessee shall not be liable to give notice or Rent in lieu thereof as above. Rent will, however, be payable for the period up to the date of surrender of the Leased Premises.

5.

- (A) Each party shall be at liberty to terminate the lease at any time by giving another party 3 (three) calendar months' written notice stating its intention to terminate the lease. Settlement thereof will be arrived at by both parties on mutually agreed basis. Check
- (B) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the said Leased Premises and the Lessee shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that, while allowing such public utility services to be taken through the said Leased Premises, only the minimum possible hindrance shall be caused to other structures in the Leased Premises.
- (C) If the leased land is not utilized within two (2) years of allotment for the purpose for which it is allotted the allotment will be terminated.
- (D) The Port Authority Board shall have the right to resume possession of the leased Premises before the expiry of the Lease period, if the Leased Premises is required by the Government/Lessor in national interest or public interest with 3 months' notice. In such case, subject to availability of land, the lessee may at the discretion of the Lessor be given an option to relocate activities in another suitable location to be offered by the Lessor, as per the land use plan.
- (E) Breach of conditions of the lease shall result in termination of the lease. If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port Authority.
- (F) Any false declaration either in Tender Document or otherwise shall lead to termination of the Lease.
- (G) In the event of delay in making the payment of lease rent and other dues under this agreement by the Lessee, the Lessor will have right to cancel the lease apart from forfeiting the Security Deposit and initiating eviction of the Lessee under the provisions of the Public

Premises (Eviction of Unauthorised Occupants) Act, 1971.

- (H) Within three months of expiry/termination/determination of the lease the lessee shall remove all structures at his own cost, failing which the same will vest with the Lessor free of all encumbrances and shall hand over the Leased Premises in such a manner as directed by The Authority. After the expiry /termination/ determination of the lease or forfeiture of the lease on account of change of user assignment, etc. if the lessee continues to occupy it unauthorized, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent calculated in annual basis and in accordance with the prevailing SoR, till vacant possession is obtained.

6.

- a) AND THE Lessor hereby agrees that the Lessee observing all the aforesaid conditions, shall peacefully hold and enjoy the Leased Premises during the said term without any interruption by the Lessor, provided that upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions, the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the said premises and re-possess it as if this Lease had not been granted and thereupon, this demise shall absolutely determine and the Lessee shall be liable within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of this Lease shall have been erected by the Lessee upon the said Leased Premises without any claim to any compensation whatsoever.
- b) It is further agreed that if the Lessee does not remove the building and fixtures as allowed above or restore the Leased premises to its original conditions as required by above within the time prescribed in the aforesaid clauses, the Lessor shall have the right to remove the said building and fixtures and restore the demised premises to its original conditions and the cost of such removal and restoration shall be realised by the Lessor by the sale of materials recovered and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration preferred to herein, the same may be utilised by the Lessor for recovery of any other amounts that may be due to the Lessor from the Lessee.
- c) The Port structures, roads, railways lines, etc. may require additions/alternations at a later date as a part of the future development of the Port and the Lessee shall shift/realign the storage facility/ pipelines as may be necessary in this regard and as directed by the Lessor at its own cost and no claim whatsoever for any expenditure incurred in this regard will be entertained by the Lessor. The cost of construction of the road which is required to be realigned due to the proposed Port expansion as mentioned above shall be duly reimbursed by the lessee to the Lessor.
- d) The Lessee shall maintain necessary firefighting system of their own for safety purpose as required under statutory regulations at their own cost.
- e) The Lessee shall provide suitable crossing wherever the alignment of pipeline crosses the existing and proposed Port structures/roads/railway lines/ electrical cables/Telephone cables/ water supply pipelines etc. at his own cost. The Lessee shall have to take necessary clearance from the concerned departments in such cases.
- f) The Lessor reserves its right to impose any additional conditions/alter any of the

conditions from security/safety/traffic point of view and the same shall be binding on the Lessee.

- 7. On the expiry of the period of this lease there shall not be any renewal thereof.** Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in the event of violation, if any, of the provisions hereof by the Lessee, the Lessor shall be entitled to terminate the Lease without any compensation in accordance with the relevant provisions.
- 8.** The lease agreement shall be governed by Laws of India and court of Jurisdiction shall be Bombay High Court
- 9.** The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. In case of discrepancy in the conditions mentioned herein with the Policy Guidelines for Land Management, Policy Guidelines for Land Management” shall prevail.

10. FORCE MAJEURE

Notwithstanding the provisions of this Deed, neither Party shall be eligible for damages nor termination for default against the non-performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under this Deed is result of an event of Force Majeure.

Force Majeure Event means the occurrence of any of the events, set out below including the impact/consequence thereof which: -is beyond the control of the Party claiming to be affected thereby (the “Affected Party”); prevents the Affected Party from performing or discharging its obligations under this Deed; and the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

If a Force Majeure event arises, the affected party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected party shall continue to perform its obligation under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of occurrence of such Force Majeure event, the affected party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines mentioned in this Deed.

Force Majeure Events shall mean the occurrence of any of the events, set out below which prevent the Affected Party from performing its obligations:

Force Majeure shall mean:

- (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties.
- (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties.
- (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties.
- (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties.
- (v) Civil unrest, protest by any section of the society preventing the execution of this project.

- (vi) Work stoppage pursuant to a court order or any Government departments.
- (vii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any Act of God within India and directly affecting the Parties.
- (viii) The discovery of toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection.
- (ix) For reasons of national emergency, national security.
- (x) Any event or circumstances of a nature analogous to any events set forth above.
- (xi) Any other circumstances like eruption of epidemic, pandemic

11. CONCILIATION

In the event of any disputes between the parties, the same may be referred to conciliation through Conciliation Committee consisting of independent subject experts as a mechanism to dispute resolution. The Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply in respect of Conciliation proceedings under this clause.

12. DISPUTE RESOLUTION:

In the event of any disagreement/dispute between the Lessor and the Lessee which remain unresolved through conciliation, the same shall be adjudicated as per Public Premises (Eviction of Unauthorized Occupants) Act, 1971 including any amendment thereof.

Notwithstanding above the parties shall also be free to approach “Society for Affordable Redressal of Disputes – Ports” (SAROD Port) for resolution of any dispute through Arbitration, which remains unresolved, and in which case the Arbitration and Conciliation Act 1996 (as amended) shall apply.

A) AMICABLE SETTLEMENT:

Where notice of intention to commence arbitration as to the dispute has been given, arbitration of such dispute shall not be commenced unless an attempt has first been made by the Parties to settle such dispute amicably.

B) ARBITRATION:

Subject to provisions of clause 6.27, 6.28 and 6.28 (A), if the parties to this agreement refers the disputes if any, between the Parties during the currency of the Deed or after the completion of the work or abandonment thereof, for settlement through Arbitration under the aegis of “Society for Affordable Redressal of Disputes – Ports” (SAROD Port) then the disputes so raised shall be referred to a Sole Arbitrator as mutually decided by the Parties or as appointed under SAROD Port. The Arbitration shall be invoked by one Party by issuing a notice in writing to the other Party. The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to such arbitration proceedings.

C) Place of Arbitration:

The place of Arbitration shall be Mumbai, India.

D) Procedure:

The procedure to be followed in the arbitration proceedings, including appointment of arbitrator/ arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. Also, the SAROD Port

rules as applicable shall also apply.

E) Enforcement of Award:

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

F) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

G) Performance during Arbitration

Unless the agreement stands terminated by the Lessor and subject to orders of the Arbitral Tribunal & competent court, if any, pending the submission of and/or decision on a dispute, difference or claim or until the Arbitral award is published, the parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

H) GOVERNING LAW:

This Deed shall be governed by the Applicable Laws. Subject to Clause 19 and 21 (Dispute Resolution and Arbitration) as applicable, the Parties hereto hereby agree to submit to the jurisdiction of the Courts situated at Mumbai for the purpose of actions and proceedings arising out of this Deed, and the Courts at Mumbai only shall have jurisdiction to hear and decide such actions and proceedings

13. PAYMENT OF STAMP DUTY AND REGISTRATION

The Lessee is liable to pay stamp duty and Registration charges on this Deed. This Deed is compulsorily registrable under the Registration Act, 1908. The Lessee shall be liable to get this Deed registered within the statutory period provided under the Registration Act, 1908. Failure to register this Deed will lead to cancellation of the Lease deed and cancellation of allotment. Stamp duty is to be borne by successful bidder and shall be ascertained by bidder before bidding.

DESCRIPTION OF THE LEASED PREMISES:

All the piece and parcels of the land situate at _____ within Port Limits of the Lessor at Sheva, Taluka Uran, District Raigad and in the Registration District of Navi Mumbai and bounded as under

Land Area

South :

West :

North :

East :

The plan above referred to is appended.

In witness whereof the common seal of the Board of JN Port has been affixed and _____ of the JNPA for and on behalf of the Authority of the JN Port has signed and the Lessees have by their duly constituted attorney Shri. _____ - CEO executed those presents on the day and year first above written.

The common seal of the Board of Authority of the JNPA has been affixed and signed of the JNPA for and on behalf of the Board of Authority:

JNPA has signed in the presence of:

Witness (1)

(2)

The duly constituted attorney of the Lessee, in the presence of:

(1)

Witness

(2)

The document is typewritten :

The Document is prepared by :

Correction and interlineations:

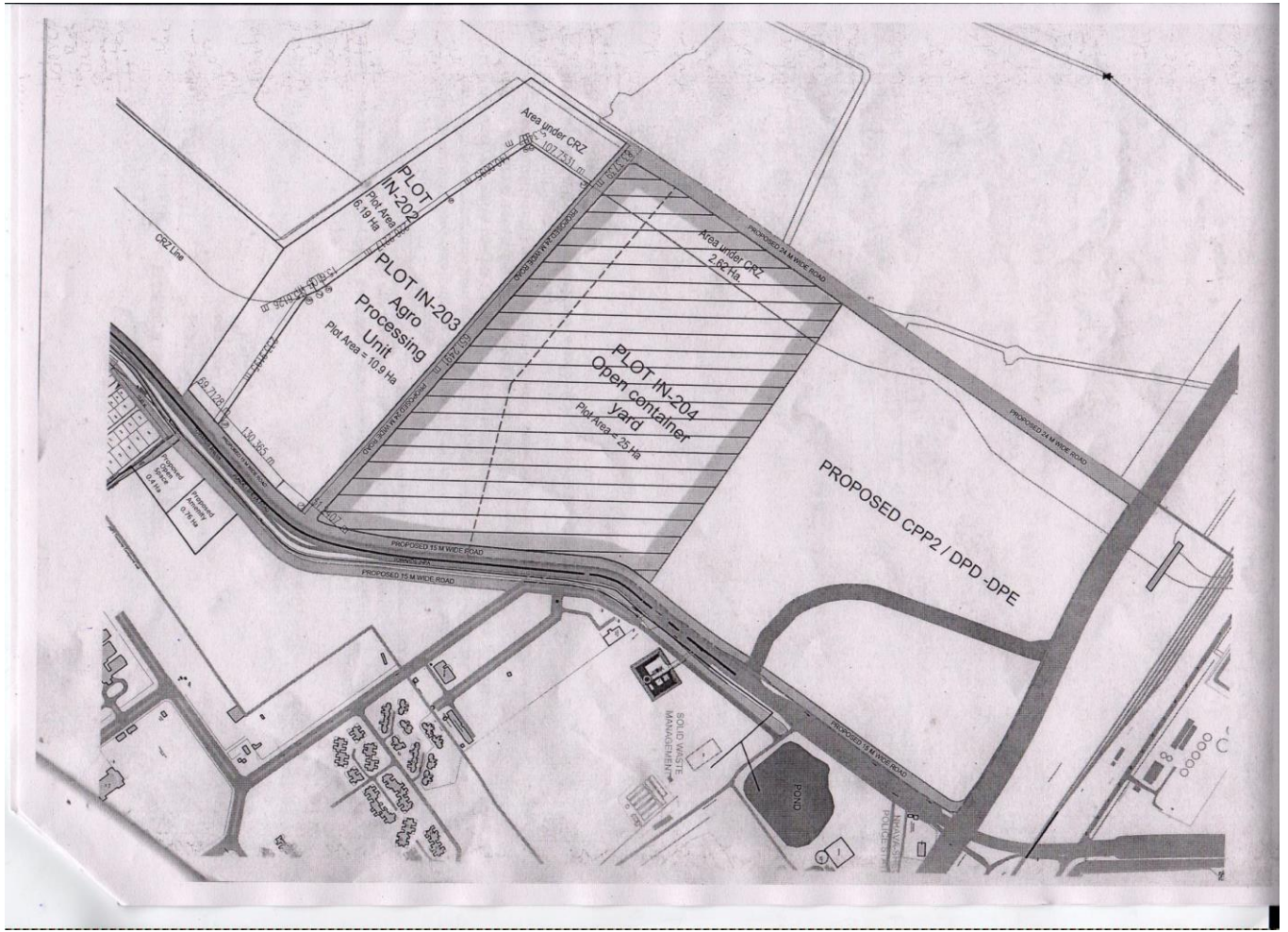
IN WITNESS WHEREOF, THE LESSOR and the LESSEE have set their hands to this deed on the day and year first above written

LESSEE

LESSOR

APPENDIX 2 TO TENDER

DRAWING OF SITE-



PRICE SCHEDULE

ANNEXURE 1

Date: _____

To,
The General Manager (Traffic)
Traffic Department
Administration Building, Sheva
Navi Mumbai 400 707.

PRICE BID FORMAT

ALLOTMENT OF VACANT LAND PARCEL ON LONG TERM LEASE BASIS OF 30 YEARS AT JAWAHARLAL NEHRU PORT FOR OPERATIONALIZATION OF EMPTY CONTAINER YARD AND ALLIED SERVICES.

Name of the work	Unit	Qty.	Unit Price (Rs.) per Annum excluding taxes	Total Price (Rs.)
Leasing of the JNPA yard near Funde village admeasuring 25 Ha. for operationalization of Emptycontainer yard and allied services for period of 30Years. (Rs. in Words excluding taxes Present rate of GSTis 18%	Years	30		

Note:

1. The Successful bidder has to pay JNPA annual lease rent fees for operating the Empty container yard as per quoted rate excluding taxes
2. **Annual Leases (Optional for Payment of lease rent on Upfront Basis):** The successful bidder will have the option for payment of lease rent for the entire period of lease on upfront basis as under. The upfront lease on upfront basis as under. The upfront lease rent is the Net Present Value (NPV) of the total annual lease rent, finally accepted in the tender-cum-auction, for the lease period. The NPV is computed by cumulatively escalating the lease rent annually at 2%, and discounting annually at the applicable G-Sec rate as issued by the RBI as, listed in the table Below. The successful bidder opting for upfront payment shall intimate the port its desire for the same within 15 days from the date of receipt of the Letter of Intent.

Tenure of Lease	Annual Cumulative escalation	G-Sec rate as on 07.03.2025	Corresponding Multiplication Factor(MF)	Derivation of upfront lease rent
30 years	2%	6.74 %	17.69	Finally accepted annual lease x MF

Signature of the bidder with Seal

Quoted Rate shall be excluding GST and prevailing Rates at actuals shall be applicable.

Present GST rate is 18%

I, hereby agree to have understood all the Terms and Conditions as stated in the NIT Document and agree to abide by the same.

Signature of the bidder with Seal

Note-The bidder has to submit their Financial Bid by Quoting in forward Auction with Bid Parameter as:

Name of the work	Opening Price (Annual Lease Rent Fee offered by the bidder to the Port Authority) (Rs. in Figure) Excluding GST.	Increment Price (Rs.)	Increment Price During Time Extension (Rs.)
Leasing of the JNPA yard near Funde village admeasuring 25 Ha. for operationalization of Empty container yard and allied services for period of 30 Years.	14,61,60,000 /-	50,000 /-	50,000/-

Extend Time When Valid Bid Received in Last (In Minutes): **20Minutes.**

Extend Time By (In Minutes): **20Minutes.**
